



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, SEPTEMBER 6, 2023 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Susan Brinkman

MEMBERS PRESENT

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

PROCLAMATIONS

Proclamation Recognizing September 23, 2023, as the 100-Year Anniversary of Broadview Towers Day.

Accepted by: Don Eusey, Chair for Board of Directors, and Susie Burenheide, Apartment Manager for Broadview Towers

Proclamation Recognizing National Adult Education and Family Literacy Week the 18th-22nd of September.

Accepted by: Vicki Schweinler, Program Director, Flint Hills Adult Education Center, Dr. Caron Daughtery, President Flint Hills Technical College

Proclamation Recognizing September as Library Card Sign Up Month in Emporia.

Accepted by: Kendra Spade, Assistant Director of Operations, and Crystal Sanders, Library Assistant for Emporia Public Library

Proclamation Naming September 8th-17th as Welcoming Week in Emporia.

Accepted by: Lelan Dains, Director of Visit Emporia

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) Appointment of Member to the Emporia Recreation Commission Board.

Presented by: Commissioner Giefer & Commissioner Harter

Recommended Action: Approve Appointment of a Member to the Emporia Recreation Commission Board.

2) Appointment of Member to the Emporia Public Library.

Presented by: Vice Mayor Smith & Commissioner Sauder

Recommended Action: Approve Appointment of Member to the Emporia Public Library.

3) **Appointment of Members to the Homelessness Advisory Board.**

Presented by: Mayor Brinkman & Commissioner Harter

Recommended Action: Approve Appointment of Members to the Homelessness Advisory Board.

4) **Presentation of City Manager's Recommended Budget.**

Presented by: Trey Cocking, City Manager

Recommended Action: Conduct Presentation of City Manager's Budget Recommendations.

5) **Public Hearing for Revenue Neutral Rate.**

Presented by: Trey Cocking, City Manager

Recommended Action: Conduct Public Hearing for Revenue Neutral Rate.

6) **Resolution No. 3703 for Exceeding Revenue Neutral Rate.**

Presented by: Trey Cocking, City Manager

Recommended Action: Adopt Resolution No. 3703 for Exceeding Revenue Neutral Rate.

7) **Public Hearing for the 2024 Budget.**

Presented by: Trey Cocking, City Manager

Recommended Action: Conduct a Public Hearing for the 2024 Budget.

8) **Adopt the 2024 Budget and 5-year Budget.**

Presented by: Trey Cocking, City Manager

Recommended Action: Approve the Adoption of 2024 Budget and 5-year Budget.

9) **Ordinance 23-25 Annual Appropriations.**

Presented by: Trey Cocking, City Manager

Recommended Action: Approve Ordinance 23-25 Annual Appropriation

10) **Public Hearing to Close-Out CDGB Grant for Lift Station #2.**

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Conduct Public Hearing to Close-Out CDGB Grant for Lift Station #2.

11) **Public Hearing Authorizing Ordinance No. 23-24 Granting Tax Abatement for Expansion of Michelin.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Conduct Public Hearing Authorizing Ordinance No. 23-24 Granting Tax Abatement for Expansion of Michelin.

12) **Kretsinger Development Agreement with Ignite LLC.**

Presented by: Jim Witt, Special Projects Coordinator

Recommended Action: Kretsinger Development Agreement with Ignite LLC.

13) **Resolution No. 3704 Establishing a Public Hearing for the Reinvestment Housing Incentive District on West 6th Avenue.**

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Approve Resolution No. 3704 Establishing a Public Hearing for the Reinvestment Housing Incentive District on West 6th Avenue.

14) **Ordinance No. 23-26 Authorizing and Levying a Transient Guest Tax.**

Presented by: Lelan Dains, Director of Visit Emporia

Recommended Action: Approve Ordinance No. 23-26 Authorizing and Levying a Transient Guest Tax.

15) **Award Mechanic Street Reconstruction for (600 & 700 Block) Project No. PK2101.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve the Award of Mechanic Street Reconstruction (600 & 700 Block) Project No. PK2101 to Bruce Davis Construction for the base bid amount of \$807,999.85.

16) Selection of Construction Manager at Risk (CMAR) for the Fire Station Projects.

Presented by: Brandon Beck, Fire Chief

Recommended Action: Authorize the City to enter negotiations with Crossland Construction Co. Inc. for a contract for services for the Fire Station Projects.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for August 16, 2023.
- 2) Wastewater Plant Aeration Monitoring and Control Upgrade.
- 3) Resolution No. 3705 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property Commonly known as 1100 S. Highway 99.
- 4) 24th Avenue Waterline Easement & ROW Acceptance.
- 5) Ordinance No. 23-27 Authorizing Appella Night Beer Garden.
- 6) 2023 Street Rehabilitation Change Order No. 2 for Project No. PV2302.

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

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Bond Calendar Review.
- 2) Zoning Regulations Discussion.
- 3) CGI Digital Grant Fund.
- 4) Water System Update.

ADJOURNMENT



PROCLAMATION

WHEREAS, in 1923 the Emporia Hotel Foundation hired Mr. George Siedoff to replace the fire-damaged Whitley Hotel with the concrete and steel building called Broadview Hotel; and

WHEREAS, in 1956 an observation tower was added to the top of the hotel to watch for Russian spy planes, influencing its eventual name; and

WHEREAS, in 1974 Broadview Towers, Inc. was incorporated with a noble vision to create an affordable, safe environment where seniors can thrive, by remodeling the existing building into 36 one-bedroom and 24-studio apartments; and

WHEREAS, for almost 50 years, Broadview Towers, Inc. has not only provided a roof over the heads of our seniors but has also nurtured a vibrant community that fosters a sense of belonging, purpose, and joy; and

WHEREAS, the management, staff, and volunteers of Broadview Towers, Inc. have worked tirelessly, day in and day out, to ensure that every resident experiences a life of dignity, comfort, fulfillment; and

WHEREAS, the centennial anniversary of the Broadview Hotel is a momentous occasion that deserves to be celebrated, not only for the remarkable history it represents but for the countless lives it has touched and continues to touch; and

WHEREAS, as we recognize this milestone, we are reminded of the enduring importance of ensuring that our seniors are treated with the respect, dignity, and care they deserve, and we pledge our commitment to this noble cause;

NOW, THEREFORE, I, Susan Brinkman, Mayor for the City of Emporia, do hereby proclaim September 23, 2023, as

100th Anniversary of Broadview Towers Day

On this 6th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, more than 43 million Americans can't read or write at the most basic level while 62.7 million lack basic math skills, as well as the credentials and skills necessary to succeed in post-secondary education; and

WHEREAS, every year, one in three young adults drops out of high school; and

WHEREAS, American Action Forum estimates that America is short an estimated 7.5 million private sector workers across all skill levels; and

WHEREAS, Adult Education programs contribute to solving these challenges by helping Americans move along the continuum in their educational journey to achieve basic skills and get prepared for career and college; and

WHEREAS, Adult Education programs in high schools and adult schools, community colleges, and community centers offer low-cost, high-value programs that upgrade the skill set of our citizens; and

WHEREAS, Flint Hills Adult Education Center celebrates Adult Education and Family Literacy Week as a proud participant in the national Educate & Elevate Campaign which helps our citizens learn about all of their Adult Education options to attain their professional and personal goals.

NOW, THEREFORE, I, Susan Brinkman, Mayor for the City of Emporia hereby proclaim, September 18-22, 2023 as

National Adult Education & Family Literacy Week

in the Emporia

On this 6th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, libraries play a crucial role in the education and development of children, from storytime for preschoolers to college and career planning for high schoolers, fostering literacy and a love of reading;

WHEREAS, libraries are welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another across cultural, ethnic, generational, and economic lines, strengthening the social fabric of the communities they serve;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries help people of all ages navigate the complexities of life, providing access to research, information, and government services that allow everyone to lead more productive and fulfilling lives;

WHEREAS, libraries contribute to a strong local economy by providing access to the technology and training that are critical to the success of jobseekers, entrepreneurs, and students;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, the shared resources libraries offer reduce the number of items households buy and dispose of, providing a simple way to save money, conserve resources, and reduce waste;

WHEREAS, a library card sparks creativity and empowers all people to explore new passions and interests and pursue a path of lifelong learning;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

THEREFORE, be it resolved that I, Mayor Susan Brinkman, proclaim September as

Library Card Sign-up Month

in Emporia, Kansas, and encourage everyone to sign up for their own library card today

On this 6th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, this coming week, we celebrate Welcoming Week as a way of creating homes with communities worldwide. Welcoming Week is about bringing neighbors together across lines of difference to build relationships and work together on shared goals. During Welcoming Week, I invite all Emporians to join this movement by taking action in the spirit of unity across differences; and

WHEREAS, Emporia is home to people of all backgrounds, including those who were not born here, but now call it home. Emporia's success depends on making sure that all Emporians feel welcome. New residents are a vital part of our community, along with our long-time residents, bringing ideas, starting businesses, serving in civic roles, working in critical industries, and contributing to the vibrant diversity that we value; and

WHEREAS, to capitalize on diversity as an asset, our community must strive to create a culture and policies that ensure everyone can be long and thrive. That includes addressing disparities, countering hate, understanding history, and helping neighbors come together; and

WHEREAS while those most directly impacted are residents who are discriminated against, all of our residents are adversely affected. Racism, xenophobia, and all forms of othering threaten our collective well-being, health, prosperity; and

WHEREAS regardless of where we are born or how we identify, we are Emporians and our lives are interdependent. It is time to come together and build communities where every resident has the opportunity to thrive and contribute. By fostering a welcoming environment for all—regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors—we enhance Emporia's health, economic prosperity, and well-being for current and future generations.

NOW, THEREFORE, I, Susan Brinkman, Mayor, proclaim the week of September 8th - 17th, 2023 as

Welcoming Week

in Emporia and call on our residents to reach across lines of difference. I also call on business leaders, civic groups, government agencies, and community institutions to undertake initiatives beyond Welcoming Week to make the region a more welcoming place for new and long-term residents.

On this 6th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



Commission Action Report

Appoint Member to the Emporia Recreation Commission Board

Title: Appoint Member to the Emporia Recreation Commission Board

Agenda Date: September 9, 2023

Presented By: Danny Giefer, Commissioner & Erren Harter, Commissioner

Background:

The Emporia Recreation Commission Board requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Commissioners Danny Giefer and Erren Harter.

Interviewing Commissioners recommend the appointment of Aaron Trelc for a four-year term ending June 30, 2027.

Recommended action:

Approve the appointment of Aaron Trelc to the Emporia Recreation Commission Board.

Attachments:

Applications to Emporia Recreation Commission Board.



Commission Action Report

Appoint Member to the Emporia Public Library Board

Title: Appoint Member to the Emporia Public Library Board

Agenda Date: September 9, 2023

Presented By: Becky Smith, Vice Mayor & Jamie Sauder, Commissioner

Background:

The Emporia Library Board requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Commissioners Becky Smith and Jamie Sauder.

Interviewing Commissioners recommend the appointment of Bobbie Long for a four-year term ending April 30, 2026.

Recommended action:

Approve the appointment of Bobbie Long to the Emporia Public Library Board.

Attachment:

Emporia Public Library Board Applications



Commission Action Report

Appoint of Members to the Homelessness Advisory Board

Title: Appoint Members to the Homelessness Advisory Board

Agenda Date: September 9, 2023

Presented By: Susan Brinkman, Mayor & Erren Harter, Commissioner

Background:

The City staff requests that the City Commission fill nine (9) board openings with qualified candidates for the newly created Homelessness Advisory Board.

Discussion:

Applications were received, and interviews were conducted by Commissioners Susan Brinkman and Erren Harter.

Interviewing Commissioners recommend the appointment of the following members Mickey Edwards; Lyn Blubaugh; Raymond Rogers; Pauline Stacchini; Sarah Henning; Talia Smith; Jay Vehige; Karyn Shields; and Samantha Shannon for a three-year term ending September 6, 2026.

Recommended action:

Approve the appointment of all members to the Homelessness Advisory Board.

Attachment

Homelessness Advisory Board Applications



Commission Action Report

Public Hearing for Revenue Neutral Rate Approve

Title: Public Hearing for Revenue Neutral Rate

Agenda Date: September 6, 2023

Presented By: Janet Harrouff, Director of Finance

Background:

Per Senate Bill 13 and House Bill 2104, a public hearing must be held to allow taxpayers to speak without unreasonable restrictions.

Discussion:

The hearing notice was published in the Emporia Gazette on August 26, 2023, and posted on the City website.

The Revenue Neutral Rate (RNR) is 39.492. The publication allows the mill levy to be set at 43.50 mills or lower.

Financial considerations:

Recommended action:

Conduct a Public Hearing for Revenue Neutral Rate.

Attachments:

Notice of Publication

See Proof on Next
Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

26 Aug 2023

Notice ID: Gqbl7b2nbbkRH4uH9GZF

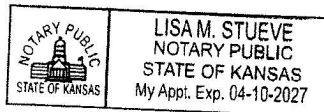
Notice Name: 2024 Budget and RNR publication hearings

PUBLICATION FEE: \$95.35


Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

28th day of August, A.D. 2023


Notary Public

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2024

The governing body of
City of Emporia

will meet on September 6, 2023 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available in City Manager's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget Year for 2024		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	23,149,173	29.210	26,402,920	29.210	32,464,987	6,571,289	28.995
Debt Service	5,311,443	10.143	2,174,917	10.143	3,335,864	2,152,920	9.500
Library	999,198	5.067	1,051,334	5.067	1,201,743	1,133,170	3.000
Industrial		0.006	1,183	0.006	23,584	1,030	0.005
Special Highway	991,669		1,012,131		1,199,752		
Convention & Tourism	685,274		1,032,500		1,414,302		
Industrial Development S&S	853,441		821,000		2,492,873		
Special Alcohol	86,750		97,200		713,158		
Special Park	205,904		110,000		182,022		
Drug Enforcement	15,354		5,000		92,819		
Water	12,340,842		8,243,208		10,982,803		
Wastewater	8,246,350		7,072,636		7,634,753		
Solid Waste	6,301,685		6,886,961		8,721,723		
Multi Year	3,382,870		3,537,430		6,357,127		
Non-Budgeted Funds-A							
Non-Budgeted Funds-B	19,513,303						
Non-Budgeted Funds-C	552,740						
Totals	82,636,401	44.426	58,478,662	44.426	76,337,510	9,858,409	43.900
						Revenue Neutral Rate **	39.492
Less: Transfers	12,396,412		5,308,351		5,714,415		
Net Expenditure	70,239,989		53,170,329		70,623,095		
Total Tax Levied	8,829,078		8,829,078		10,000,000,000,000		
Assessed Valuation	201,471,760		201,471,760		226,632,115		
Outstanding Indebtedness, January 1,	2021		2022		2023		
G.O. Bonds	21,393,000		18,030,000		21,635,000		
Revenue Bonds	0		0		0		
Other	36,167,895		28,416,657		29,201,337		
Lease Purchase Principal	0		0		0		
Total	57,560,895		46,446,657		50,836,337		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Janet L. Harroff

City Official Title: Director of Finance



Commission Action Report

Resolution No. 3703 for Exceeding the Revenue Neutral Rate

Title: Resolution No. 3703 for Exceeding the Revenue Neutral Rate

Agenda Date: September 6, 2023

Presented By: Janet Harrouff, Director of Finance

Background:

A Public Hearing was held on September 6, 2023, at 11:00 a.m. to discuss the RNR.

Discussion:

The Revenue Neutral Rate (RNR) is 39.492. The resolution allows the mill levy to be set at 43.50 mills or lower.

Financial considerations:

By adopting the resolution, the City can exceed the Revenue Neutral Rate

Recommended action:

Adopt Resolution No. 3703 for Exceeding the Revenue Neutral Rate.

Attachments:

Resolution No. 3703

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Emporia was calculated as 39.492 mills by the Lyon County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Emporia will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 6, 2023, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Emporia, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Emporia shall levy a property tax rate exceeding the Revenue Neutral Rate of 39.492 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas this 6th day of September 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Public Hearing for 2024 Budget

Title: Public Hearing for 2024 Budget

Agenda Date: September 6, 2023

Presented By: Janet Harrouff, Director of Finance

Background:

K.S.A. 79-2925 to 79-2937 requires all municipalities to adopt an annual budget. These statutes also require the municipality to hold a public hearing between August 20 and September 20. The budget was published in the Emporia Gazette on Saturday, August 26. The publication date is in compliance with the 10 days prior to the public hearing requirement.

Discussion:

The hearing is to allow taxpayers to speak without unreasonable restrictions about the 2024 Budget.

Financial considerations:

The cost of publication was paid by the City.

Recommended action:

Conduct a Public Hearing for the 2024 Budget.

Attachments:

Notice of Publication

See Proof on Next
Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

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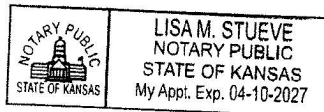
Notice Name: 2024 Budget and RNR publication hearings

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Operations Manager

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COUNTY OF LYON



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NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2024

The governing body of
City of Emporia

will meet on September 6, 2023 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available in City Manager's Office and will be available at this hearing.

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Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

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*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Janet L. Harroff

City Official Title: Director of Finance



Commission Action Report

Adopt the 2024 Budget

Title: Adopt the 2024 Budget

Agenda Date: September 6, 2023

Presented By: Janet Harrouff, Director of Finance

Background:

The 2024 budget has been worked on by staff and the commission since March when the Capital Improvement items were presented. Numerous discussions have been made to put together the 2024 budget and 5-year projections. The budget was published in the Emporia Gazette on August 26, 2023, and on the City's website.

Discussion:

The presented budget has a mill levy of 43.50. The coversheets for each budgeted fund and the Capital items are presented.

Financial considerations:

The 2024 budget needs to be approved in order to levy taxes and pay expenditures.

Recommended action:

Approve the 2024 budget and 5-year projections.

Attachments:

City of Emporia 2024 Proposed Budget
2023-2028 Capital Improvement Projects worksheet

2024	BUDGET YEAR	ADD 3.0% FOR	TOTAL	BUDGET	PREVIOUS	
	TAX	DELINQUENT	TAX	YEAR	YEAR	
FUND	REQUIREMENTS	TAXES	REQUIREMENT	LEVY	MILL LEVY	DIFFERENCE
GENERAL	\$6,379,892.00	\$191,396.76	\$6,571,288.76	28.995	28.800	-0.196
LIBRARY	\$1,100,165.20	\$33,004.96	\$1,133,170.16	5.000	4.996	-0.005
INDUSTRIAL	\$1,000.00	\$30.00	\$1,030.00	0.005	0.005	0.001
BOND&INTEREST	\$2,090,213.88	\$62,706.42	\$2,152,920.30	9.500	10.000	0.501
TOTAL	\$9,571,271.08	\$287,138.13	\$9,858,409.21	43.500	43.800	0.301
Assessed Valuation		226,632,115.00	Percentage Change of Mill Levy			0.69%
	Prior Year Valuation	\$201,471,760.00				
	Delinquency %	0.0300				

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
GENERAL FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$4,011,879	\$4,535,363	\$5,932,190	\$6,014,886	\$5,194,185	\$3,924,055	\$2,399,060	\$672,124
REVENUE								
Ad Valorem Property Tax	\$4,641,573	\$4,996,386	\$5,636,204	\$6,379,892	\$6,571,289	\$6,768,427	\$6,971,480	\$7,180,625
Sales Tax	\$8,496,466	\$9,382,028	\$10,097,179	\$10,400,094	\$10,712,097	\$11,033,460	\$11,364,464	\$11,705,398
Franchise Tax	\$2,554,654	\$3,041,958	\$3,136,777	\$3,215,568	\$3,296,884	\$3,380,823	\$3,467,486	\$3,556,981
Other Taxes	\$721,875	\$732,162	\$743,288	\$751,214	\$751,214	\$751,214	\$751,214	\$751,214
Intergovernmental Taxes	\$272,554	\$313,974	\$317,306	\$328,309	\$337,984	\$348,045	\$358,509	\$369,392
Licenses & Permits	\$291,189	\$385,058	\$278,550	\$277,250	\$277,750	\$277,750	\$278,250	\$278,250
Charges for Services	\$2,301,602	\$2,123,416	\$2,062,650	\$2,062,150	\$2,062,150	\$2,062,150	\$2,062,150	\$2,062,150
Fines & Fees	\$508,360	\$434,380	\$543,500	\$573,550	\$573,550	\$573,550	\$573,550	\$573,550
Use of Property and Money	\$144,759	\$207,861	\$338,196	\$288,196	\$258,196	\$258,196	\$258,196	\$258,196
Reimbursements	\$218,280	\$146,400	\$208,963	\$145,219	\$147,866	\$150,307	\$152,845	\$155,485
Misc. Rev. - Administrative Transfers 16%	\$2,825,664	\$2,772,472	\$2,816,191	\$2,912,535	\$3,016,739	\$3,026,022	\$3,036,093	\$3,047,021
Transfer from Multi Year -PEP	\$45,240	\$51,742	\$0	\$0	\$0	\$0	\$0	\$0
Operating Revenues	\$0	\$190	\$0	\$0	\$0	\$0	\$0	\$0
Nonoperating Revenues	\$27,597							
TOTAL RECEIPTS	\$23,049,814	\$24,588,027	\$26,178,804	\$27,333,978	\$28,005,719	\$28,629,944	\$29,274,237	\$29,938,261
EXPENDITURES								
Administration	\$1,037,122	\$1,221,716	\$1,222,183	\$1,279,578	\$1,332,883	\$1,381,257	\$1,432,680	\$1,487,442
Accounting/HR	\$362,500	\$332,167	\$474,019	\$506,098	\$526,546	\$545,576	\$565,367	\$585,950
IT	\$330,886	\$328,184	\$395,882	\$422,110	\$430,529	\$439,534	\$448,899	\$458,639
Police	\$3,967,194	\$4,050,389	\$5,151,114	\$5,635,137	\$6,119,639	\$6,322,005	\$6,530,690	\$6,763,187
Animal Control	\$140,648	\$163,592	\$227,683	\$234,003	\$237,381	\$240,894	\$244,547	\$248,347
Fire	\$2,685,040	\$2,702,353	\$3,154,881	\$3,358,846	\$3,525,265	\$3,648,508	\$3,762,639	\$3,896,942
EMS	\$2,935,302	\$3,118,095	\$3,698,128	\$3,985,713	\$4,139,338	\$4,305,779	\$4,259,888	\$4,397,307
Building & Neighborhood Development	\$996,353	\$778,005	\$932,139	\$975,689	\$1,049,894	\$1,079,307	\$1,109,988	\$1,142,002
Municipal Court	\$554,760	\$564,692	\$594,788	\$625,125	\$641,021	\$657,600	\$674,897	\$692,948
Engineering	\$541,786	\$436,442	\$627,647	\$736,919	\$771,592	\$815,974	\$832,624	\$879,602
Street	\$19,389	\$42,820	\$57,300	\$73,000	\$73,000	\$73,000	\$73,000	\$73,000
Golf Course	\$793,900	\$811,805	\$915,392	\$1,011,766	\$1,061,124	\$1,033,662	\$1,177,770	\$1,182,980
Park	\$918,376	\$1,047,889	\$1,392,399	\$1,502,417	\$1,523,606	\$1,551,207	\$1,722,915	\$1,636,894
Zoo	\$549,281	\$632,613	\$813,435	\$908,230	\$915,486	\$938,490	\$964,301	\$991,279
Civic Auditorium	\$875,087	\$940,869	\$1,128,063	\$1,226,948	\$1,251,760	\$1,278,992	\$1,307,292	\$1,336,712
Shop	\$71,441	\$37,343	\$90,452	\$143,299	\$174,532	\$154,187	\$164,286	\$174,857
Street Lighting	\$303,303	\$309,666	\$315,859	\$322,176	\$328,620	\$335,192	\$341,896	\$348,734
Appropriations	\$80,293	\$90,196	\$113,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000
Airport	\$648,272	\$768,937	\$875,905	\$1,135,818	\$1,013,901	\$1,103,617	\$1,044,336	\$1,061,161
Parking Facility	\$10,223	\$9,433	\$15,600	\$15,600	\$15,600	\$15,600	\$15,600	\$15,600
Transfers - County Wide Sales Tax	\$2,822,749	\$3,112,240	\$3,282,053	\$3,380,515	\$3,481,930	\$3,586,388	\$3,693,980	\$3,804,799
Transfer to Industrial Development Sales Tax	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Transfer to Equipment Reserve		\$260,000						
Transfer to Projects	\$1,666,142	\$300,000						

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
GENERAL FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Salary Contingency	\$0	\$0	(\$306,815)	(\$337,313)	(\$350,806)	(\$364,838)	(\$379,432)	(\$394,609)
Outstanding PO's	(\$367,124)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Carryover								
TOTAL EXPENDITURES	\$22,867,921	\$22,984,444	\$26,096,108	\$28,154,678	\$29,275,849	\$30,154,938	\$31,001,173	\$31,796,785
Revenue less expenses	\$181,893	\$1,603,583	\$82,696	(\$820,701)	(\$1,270,130)	(\$1,524,995)	(\$1,726,936)	(\$1,858,524)
Cash Basis Adjustments/Non-appropriated Balance	\$341,591	(\$206,757)	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,535,363	\$5,932,190	\$6,014,886	\$5,194,185	\$3,924,055	\$2,399,060	\$672,124	(\$1,186,400)
Base for Reserve calculation	\$16,647,821	\$18,387,204	\$21,889,055	\$23,849,163	\$24,868,919	\$25,643,550	\$26,382,194	\$27,066,986
15% Reserve	\$2,497,173	\$2,758,081	\$3,283,358	\$3,577,375	\$3,730,338	\$3,846,533	\$3,957,329	\$4,060,048
Amount over 15% Reserve	\$2,038,190	\$3,174,109	\$2,731,527	\$1,616,811	\$193,717	(\$1,447,472)	(\$3,285,205)	(\$5,246,448)
Percentage	27.24%	32.26%	27.48%	21.78%	15.78%	9.36%	2.55%	-4.38%
RNR valuation 43.50								
Assessed Valuation 3% each year								
Sales Tax 10% 2023 3% inc each year								
Multi Year Tax 10% 2023 2% inc								
Electric franchise fee 2% inc each year								
Gas Franchise Fee 10% in 2023 5% in each year								
Admin fee capped for sewer - 16% other funds								
Expense Items								
Personnel services includes a 2.5% merit pay inc								
5% increase for health insurance								

5 year Budget									
2023-2027							9/6/2023		
Revenue Detail and Expenditure Summary							8/31/23 3:43 PM		
GENERAL FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$4,155,390	\$4,011,874	\$4,535,360	\$5,932,373	\$6,015,071	\$5,194,375	\$3,924,251	\$2,399,264	\$672,338
REVENUE									
Ad Valorem Property Tax	\$4,309,057	\$4,641,573	\$4,996,386	\$5,636,204	\$6,379,892	\$6,571,289	\$6,768,427	\$6,971,480	\$7,180,625
Sales Tax	\$7,506,138	\$8,496,466	\$9,382,028	\$10,097,179	\$10,400,094	\$10,712,097	\$11,033,460	\$11,364,464	\$11,705,398
Franchise Tax	\$2,448,322	\$2,554,654	\$3,041,958	\$3,136,777	\$3,215,568	\$3,296,884	\$3,380,823	\$3,467,486	\$3,556,981
Other Taxes	\$923,060	\$721,875	\$732,162	\$743,288	\$751,214	\$751,214	\$751,214	\$751,214	\$751,214
Intergovernmental Taxes	\$279,522	\$272,554	\$313,974	\$317,306	\$328,309	\$337,984	\$348,045	\$358,509	\$369,392
Licenses & Permits	\$266,849	\$291,189	\$385,058	\$278,550	\$277,250	\$277,750	\$277,750	\$278,250	\$278,250
Charges for Services	\$2,601,960	\$2,301,602	\$2,123,416	\$2,062,650	\$2,062,150	\$2,062,150	\$2,062,150	\$2,062,150	\$2,062,150
Fines & Fees	\$459,166	\$508,360	\$434,380	\$543,500	\$573,550	\$573,550	\$573,550	\$573,550	\$573,550
Use of Property and Money	\$171,112	\$144,759	\$207,861	\$338,196	\$288,196	\$258,196	\$258,196	\$258,196	\$258,196
Reimbursements	\$190,885	\$218,280	\$145,156	\$208,963	\$145,219	\$147,866	\$150,307	\$152,845	\$155,485
Misc. Rev. - Administrative Transfers 16%	\$2,850,461	\$2,825,664	\$2,772,472	\$2,816,191	\$2,912,535	\$3,016,739	\$3,026,022	\$3,036,093	\$3,047,021
Transfer from Multi Year -PEP			\$51,742						
Operating Revenues	\$34,175	\$45,240	\$1,434	\$0	\$0	\$0	\$0	\$0	\$0
Nonoperating Revenues		\$27,597							
TOTAL RECEIPTS	\$22,040,707	\$23,049,814	\$24,588,027	\$26,178,804	\$27,333,978	\$28,005,719	\$28,629,944	\$29,274,237	\$29,938,261
EXPENDITURES									
Personnel Services	\$12,129,583	\$12,866,777	\$13,406,587	\$15,846,084	\$17,377,961	\$18,073,261	\$18,794,277	\$19,544,134	\$20,323,985
Vacancy	\$0	\$0	\$0	(\$306,815)	(\$337,313)	(\$350,806)	(\$364,838)	(\$379,432)	(\$394,609)
Maintenance & Repair	\$728,601	\$735,350	\$704,466	\$1,157,380	\$1,204,988	\$1,153,430	\$1,167,930	\$1,153,430	\$1,167,930
Commodities	\$1,020,779	\$1,260,084	\$1,563,093	\$1,785,425	\$1,901,120	\$1,867,770	\$1,868,070	\$1,853,070	\$1,853,070
Other Charges	\$662,237	\$493,000	\$397,275	\$830,308	\$816,893	\$868,778	\$906,251	\$949,345	\$998,903
Capital Outlay	\$652,929	\$334,083	\$172,847	\$279,936	\$398,475	\$291,000	\$296,800	\$277,380	\$124,600
Stock	\$1,154	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$439,002	\$561,222	\$522,093	\$580,250	\$594,950	\$598,450	\$600,450	\$602,950	\$604,950
Communications	\$91,173	\$96,294	\$104,507	\$133,650	\$134,750	\$134,250	\$134,250	\$134,250	\$134,250
Training & Travel	\$70,355	\$145,922	\$201,605	\$209,900	\$210,200	\$211,200	\$211,200	\$211,200	\$211,200
Jail Expenses	\$29,600	\$34,520	\$67,520	\$80,000	\$87,500	\$87,500	\$87,500	\$87,500	\$87,500
Other Contractual	\$724,494	\$821,777	\$932,311	\$1,012,834	\$1,039,836	\$1,049,280	\$1,056,852	\$1,063,556	\$1,070,394
Transfers - County Wide Sales Tax	\$2,535,236	\$2,822,749	\$3,112,239	\$3,282,053	\$3,380,515	\$3,481,930	\$3,586,388	\$3,693,980	\$3,804,799
Transfer to Industrial Development Sales Tax	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Transfer to Equipment Reserve	\$0	\$0	\$839,900	\$240,100	\$379,800	\$796,800	\$796,800	\$796,800	\$796,800
Transfer to Projects	\$2,136,021	\$1,798,740	\$35,000	\$40,000	\$40,000	\$88,000	\$88,000	\$88,000	\$88,000
Outstanding PO's		(\$27,597)	\$0						
Excess Carryover			\$0			\$0	\$0		
TOTAL EXPENDITURES	\$22,146,162	\$22,867,920	\$22,984,444	\$26,096,106	\$28,154,674	\$29,275,843	\$30,154,930	\$31,001,163	\$31,796,773
Revenue less expenses	(\$105,456)	\$181,894	\$1,603,583	\$82,698	(\$820,697)	(\$1,270,124)	(\$1,524,987)	(\$1,726,926)	(\$1,858,512)
Cash Basis Adjustments/Non-appropriated Balance	(\$38,060)	\$341,591	(\$206,570)	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,011,874	\$4,535,360	\$5,932,373	\$6,015,071	\$5,194,375	\$3,924,251	\$2,399,264	\$672,338	(\$1,186,175)
Base for Reserve calculation	\$15,562,731	\$16,647,821	\$18,387,204	\$21,889,055	\$23,849,163	\$24,868,919	\$25,643,550	\$26,382,194	\$27,066,986
15% Reserve	\$2,334,410	\$2,497,173	\$2,758,081	\$3,283,358	\$3,577,375	\$3,730,338	\$3,846,533	\$3,957,329	\$4,060,048
Amount over 15% Reserve	\$1,677,465	\$2,038,187	\$3,174,292	\$2,731,713	\$1,617,000	\$193,913	(\$1,447,269)	(\$3,284,991)	(\$5,246,223)
Percentage	25.78%	27.24%	32.26%	27.48%	21.78%	15.78%	9.36%	2.55%	-4.38%

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
Multi Year Fund								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning cash balance	\$2,886,492	\$3,304,127	\$3,060,010	\$2,896,613	\$633,663	\$629,293	\$335,681	(\$31,339)
Revenue								
Sales Tax	\$2,953,164	\$3,114,307	\$3,282,053	\$3,380,515	\$3,481,930	\$3,586,388	\$3,693,980	\$3,804,799
Interest	\$1,815	\$24,446	\$92,000	\$80,000	\$60,000	\$60,000	\$60,000	\$60,000
Misc revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$2,954,979	\$3,138,753	\$3,374,053	\$3,460,515	\$3,541,930	\$3,646,388	\$3,753,980	\$3,864,799
EXPENDITURES								
Transfers to projects	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0
Projects	\$2,537,344	\$3,332,869	\$3,487,450	\$5,723,465	\$3,546,300	\$3,940,000	\$4,121,000	\$3,399,000
TOTAL EXEPENDITURES	\$2,537,344	\$3,382,869	\$3,537,450	\$5,723,465	\$3,546,300	\$3,940,000	\$4,121,000	\$3,399,000
Revenue less Expenses	\$417,635	(\$244,116)	(\$163,397)	(\$2,262,950)	(\$4,370)	(\$293,612)	(\$367,020)	\$465,799
Ending Cash Balance	\$3,304,127	\$3,060,010	\$2,896,613	\$633,663	\$629,293	\$335,681	(\$31,339)	\$434,460

5 year Budget							09/06/2023		
2023-2028							8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary									
LIBRARY FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE									
Ad Valorem Property Tax	\$788,532	\$832,333	\$896,105	\$977,639	\$1,100,165	\$1,133,140	\$1,167,104	\$1,202,087	\$1,238,120
Back Tax Collection	\$20,491	\$14,757	\$21,052	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Motor Vehicle Tax	\$135,520	\$99,565	\$90,694	\$98,842	\$96,398	\$96,398	\$96,398	\$96,398	\$96,398
Recreational Vehicle Tax	\$1,034	\$1,142	\$1,113	\$1,073	\$1,180	\$1,180	\$1,180	\$1,180	\$1,180
AdValorem Tax Reduction	(\$8,903)	(\$10,017)	(\$9,766)	(\$11,000)	(\$11,000)	(\$11,000)	(\$11,000)	(\$11,000)	(\$11,000)
General Fund Contribution									
TOTAL RECEIPTS	\$936,674	\$937,779	\$999,198	\$1,081,554	\$1,201,743	\$1,234,718	\$1,268,682	\$1,303,665	\$1,339,698
EXPENDITURES									
Insurance Refund									
Misc Projects									
Additional money due to state funding									
Appropriation	\$936,674	\$937,779	\$999,198	\$1,081,554	\$1,201,743	\$1,234,718	\$1,268,682	\$1,303,665	\$1,339,698
TOTAL EXPENDITURES	\$936,674	\$937,779	\$999,198	\$1,081,554	\$1,201,743	\$1,234,718	\$1,268,682	\$1,303,665	\$1,339,698
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ad Valorem Tax in 2016	\$147,206	\$736,030							
Ad Valorem Tax in 2017	\$148,333	\$741,665							
Ad Valorem Tax in 2018	\$154,087	\$770,435							
Ad Valorem Tax in 2019	\$160,854	\$804,272							
Ad Valorem Tax in 2020	\$170,861	\$854,305							
Ad Valorem Tax in 2021	\$173,787	\$868,935							
Ad Valorem Tax in 2022	\$186,351	\$931,755							
Ad Valorem Tax in 2023	\$201,575	\$1,007,875							
Ad Valorem Tax in 2024	\$226,632	\$1,133,160							
Ad Valorem Tax in 2025	\$233,431	\$1,167,155							
Ad Valorem Tax in 2026	\$240,434	\$1,202,169							
Ad Valorem Tax in 2027	\$247,647	\$1,238,235							
Ad Valorem Tax in 2028	\$255,076	\$1,275,382							
Change to 5 mils in 2016									

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
CONVENTION & TOURISM FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$531,612	\$649,123	\$810,801	\$598,301	\$324,801	\$296,301	\$367,801	\$439,301
REVENUE								
Transient Guest Tax	\$634,077	\$771,864	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000
Interest on Investment	\$300	\$4,091	\$14,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Fence Rental	\$8,128	\$7,999	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Misc	\$0	\$50,630	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable - Fence Rental		\$12,368						
TOTAL RECEIPTS	\$642,506	\$846,953	\$820,000	\$816,000	\$816,000	\$816,000	\$816,000	\$816,000
EXPENDITURES								
CVB Appropriation	\$273,750	\$365,000	\$385,000	\$462,000	\$462,000	\$462,000	\$462,000	\$462,000
Trusler Sports Complex	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City cost assoicated with events	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Red Rock's Appropriation	\$5,625	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
ESU Welch Stadium			\$200,000	\$200,000				
Disc Golf course maintenance & Employee			\$100,000	\$100,000	\$100,000			
Emporia Main Street	\$37,500	\$56,250	\$100,000	\$95,000	\$90,000	\$90,000	\$90,000	\$90,000
Emporia Arts Council Support	\$7,500	\$10,000	\$10,000	\$30,000	\$15,000	\$15,000	\$15,000	\$15,000
Emporia Granada	\$15,000	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Lifetime - Biking Event	\$25,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
DDO	\$25,000	\$25,000	\$25,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PDGA Professional Disc Golf World	\$20,000	\$20,000		\$20,000				
Kansas Free for Arts	\$10,000	\$20,000	\$20,000	\$20,000	\$15,000	\$15,000	\$15,000	\$15,000
Jones Disc Golf Course Improvements		\$55,529	\$20,000					
Hammond Park Crossings			\$30,000					
Miscellaneous	\$12,750	\$10,995	\$0	\$0	\$0	\$0	\$0	\$0
Outstanding PO's	\$12,870							
Special Projects			\$0	\$0				
TOTAL EXPENDITURES	\$524,995	\$685,274	\$1,032,500	\$1,089,500	\$844,500	\$744,500	\$744,500	\$744,500
Ending Cash Balance	\$649,123	\$810,801	\$598,301	\$324,801	\$296,301	\$367,801	\$439,301	\$510,801
Transient Guest Tax Receipts	2019	2020	2021	2022	2023			
1ST QUARTER-JANUARY	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75	\$217,964.96			
2ND QUARTER-APRIL	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80	\$170,824.51			
3RD QUARTER-JULY	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58	\$232,566.63			
4TH QUARTER-OCTOBER	\$207,822.11	\$151,949.08	\$200,102.99	\$219,288.14				
TOTAL	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27	\$621,356.10			
	\$6339 in late pmts	\$45,010 in late pmts	\$63,375 in late pmts					
Increased bed tax to 7% in January 2017								

5 year Budget								
2023-2028						9/6/2023		
Revenue Detail and Expenditure Summary						8/31/23 3:43 PM		
INDUSTRIAL FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$18,767	\$19,923	\$21,250	\$21,880	\$22,399	\$22,918	\$23,438	\$23,957
REVENUE								
Ad Valorem Property Tax	\$999	\$1,078	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Back Tax Collections	\$19	\$26	\$21	\$21	\$21	\$21	\$21	\$21
Motor Vehicle Tax	\$139	\$111	\$109	\$99	\$99	\$99	\$99	\$99
Ad Valorem Tax Reduction	(\$12)	(\$12)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)	(\$16)
Interest on Investment	\$11	\$124	\$700	\$600	\$600	\$600	\$600	\$600
Miscellaneous								
TOTAL RECEIPTS	\$1,156	\$1,327	\$1,814	\$1,704	\$1,704	\$1,704	\$1,704	\$1,704
EXPENDITURES								
Industrial Promotion								
Dues & Subscriptions								
Travel Expense & Miscellaneous	\$0	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
RDA Appropriation								
Contractual Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects and Reserve Funds			\$0	\$0				
TOTAL EXPENDITURES	\$0	\$0	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185	\$1,185
Ending Cash Balance	\$19,923	\$21,250	\$21,880	\$22,399	\$22,918	\$23,438	\$23,957	\$24,476

5 year Budget						09/06/23		
2023-2028						8/31/23 15:43		
Revenue Detail and Expenditure Summary								
Industrial Development Sales Tax								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$442,850	\$247,080	\$1,423,875	\$1,547,875	\$1,576,875	\$1,605,875	\$1,634,875	\$1,663,875
Revenue:								
Sales Tax Receipts	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000	\$925,000
Interest Income	\$231	\$5,236	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Move money in for land purchse	1,000,000.00							
Sales of Bonds		\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00
RDA returned money								
Total Revenue	\$1,925,231	\$2,030,236	\$945,000	\$945,000	\$945,000	\$945,000	\$945,000	\$945,000
Expense:								
Appropriation to the RDA	\$350,000	\$350,000	\$350,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Emporia Enterprises	\$1,025,000	\$25,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Main Street				\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Miscellaneous	\$200,000	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0
Water Tower Pmt & Land Purch	\$350,000	\$350,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000
REG Demolition	\$196,000	\$120,941						
Excess Carryover			0	0.00				
Total Expenses	\$2,121,000	\$853,441	\$821,000	\$916,000	\$916,000	\$916,000	\$916,000	\$916,000
Ending Cash Balance	\$247,080	\$1,423,875	\$1,547,875	\$1,576,875	\$1,605,875	\$1,634,875	\$1,663,875	\$1,692,875
Main Street Allocation \$45,000								
Land Purchase Bond Pmt \$86,000								

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
SPECIAL ALCOHOL FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$73,442	\$89,339	\$103,198	\$107,998	\$100,958	\$93,918	\$86,878	\$79,838
REVENUE								
Private Club Liquor Tax	\$86,358	\$100,043	\$100,000	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660
Interest on Investment	\$40	\$565	\$2,000	\$500	\$500	\$500	\$500	\$500
TOTAL RECEIPTS	\$86,397	\$100,609	\$102,000	\$105,160	\$105,160	\$105,160	\$105,160	\$105,160
EXPENDITURES								
Appropriations	\$70,500	\$86,750	\$97,200	\$112,200	\$112,200	\$112,200	\$112,200	\$112,200
Other Charges								
Special Projects			\$0	\$0				
TOTAL EXPENDITURES	\$70,500	\$86,750	\$97,200	\$112,200	\$112,200	\$112,200	\$112,200	\$112,200
Ending Cash Balance	\$89,339	\$103,198	\$107,998	\$100,958	\$93,918	\$86,878	\$79,838	\$72,798
Appropriations	Received in 2020	Received in 2021	Receive in 2022	Receive in 2023	Requested for 2024			
Cross Winds	\$20,000	\$15,000	\$15,000	\$15,000	\$20,000			
Corner House	\$65,000	\$48,750	\$75,000	\$75,000	\$85,000			
Emporia State University	\$9,000	\$6,750	\$6,750	\$7,200	\$7,200			
ESU - Orientation								
Empower House Ministries				\$30,000	\$0			
Total	\$94,000	\$70,500	\$96,750	\$127,200	\$112,200			
Receipts	2019	2020	2021	2022	2023			
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.75			
2ND QUARTER - JUNE	\$22,937.39	\$21,661.91	\$18,634.03	\$22,129.19	\$26,129.12			
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72				
4TH QUARTER - DECEMBER	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46				
TOTAL	\$102,449.46	\$66,287.79	\$86,357.75	\$100,043.46	\$51,674.87			
25% reduction in 2021 allocation								

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
SPECIAL PARKS & RECREATION								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$117,931	\$188,630	\$83,362	\$75,362	\$72,022	-\$85,568	-\$94,958	-\$4,798
REVENUE								
Private Club Liquor Tax	\$86,358	\$100,043	\$100,000	\$104,660	\$104,660	\$104,660	\$104,660	\$104,660
Donations& Grants	\$4,267	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Kahola Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Investment	\$74	\$598	\$2,000	\$2,000	\$500	\$500	\$500	\$500
TOTAL RECEIPTS	\$90,698	\$100,642	\$102,000	\$106,660	\$105,160	\$105,160	\$105,160	\$105,160
EXPENDITURES								
Maintenance & Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commodities	\$0	\$14,330	\$0	\$0	\$0	\$0	\$0	\$0
Municipal Band Allocation	\$0	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Capital Outlay	\$0	\$84,868	\$95,000	\$95,000	\$247,750	\$99,550	\$0	\$12,500
Contractual Services	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Project Accounts	\$0	\$96,711	\$0	\$0	\$0	\$0	\$0	\$0
Special Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$20,000	\$205,909	\$110,000	\$110,000	\$262,750	\$114,550	\$15,000	\$27,500
Ending Cash Balance	\$188,630	\$83,362	\$75,362	\$72,022	-\$85,568	-\$94,958	-\$4,798	\$72,862
Receipts	2020	2021	2022	2023				
1ST QUARTER - MARCH	\$22,675	\$17,215	\$23,976	\$25,546				
2ND QUARTER - JUNE	\$22,612	\$18,634	\$22,129	\$26,129				
3RD QUARTER - SEPTEMBER	\$7,881	\$25,845	\$28,545					
4TH QUARTER - DECEMBER	\$14,069	\$24,664	\$25,393					
TOTAL	\$67,237	\$86,358	\$100,043	\$51,675				
Municipal Band requested \$15,000								

5 year Budget						9/6/2023		
2023-2028						8/31/23 3:43 PM		
Revenue Detail and Expenditure Summary								
SPECIAL STREET FUND								
	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$546,751	\$517,459	\$289,140	\$270,715	\$14,198	(\$271,772)	(\$618,131)	(\$1,001,413)
REVENUE								
Gasoline Tax	\$712,575	\$655,837	\$746,900	\$741,360	\$741,360	\$741,360	\$741,360	\$741,360
Special City-County Tax	\$85,230	\$77,404	\$74,826	\$77,677	\$77,677	\$77,677	\$77,677	\$77,677
Damages- Storm	\$9,118	\$23,089	\$20,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$341	\$2,490	\$10,000	\$5,000	\$2,000	\$2,000	\$2,000	\$2,000
Transfer of Funds	\$0	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Sale of Salvage	\$294	\$33	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$8,072	\$4,497	\$42,000	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$815,630	\$763,350	\$993,726	\$929,037	\$926,037	\$926,037	\$926,037	\$926,037
EXPENDITURES								
Personnel Services	\$582,953	\$636,316	\$624,761	\$676,759	\$703,714	\$731,747	\$760,901	\$791,222
Vacancy	\$0	\$0	(\$11,960)	(\$12,988)	(\$13,507)	(\$14,047)	(\$14,609)	(\$15,194)
Maintenance & Repair	\$62,742	\$103,127	\$149,792	\$151,792	\$151,792	\$151,792	\$151,792	\$151,792
Commodities	\$98,946	\$109,968	\$134,258	\$145,450	\$145,450	\$145,450	\$145,450	\$145,450
Other Charges	\$38,711	\$38,629	\$30,650	\$46,590	\$49,109	\$52,005	\$55,335	\$59,166
Capital Outlay	\$0	\$14,875	\$0	\$0	\$0	\$30,000	\$35,000	\$35,000
Transfers Lease payments	\$15,403	\$0	\$0	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000
Utilities	\$22,042	\$27,951	\$30,950	\$31,450	\$31,450	\$31,450	\$31,450	\$31,450
Communications	\$1,584	\$1,464	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Training & Travel	\$2,567	\$8,784	\$7,500	\$10,000	\$7,500	\$7,500	\$7,500	\$7,500
Contractual Services	\$26,182	\$43,212	\$43,500	\$45,800	\$45,800	\$45,800	\$45,800	\$45,800
Administrative Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outstanding PO's								
Excess Carryover			\$0	\$0				
Audit Adjustments	(\$6,208)	\$7,343	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$844,922	\$991,669	\$1,012,151	\$1,185,554	\$1,212,007	\$1,272,396	\$1,309,319	\$1,342,886
Net Change in Cash	(\$29,292)	(\$228,319)	(\$18,425)	(\$256,516)	(\$285,970)	(\$346,359)	(\$383,282)	(\$416,848)
Ending Cash Balance	\$517,459	\$289,140	\$270,715	\$14,198	(\$271,772)	(\$618,131)	(\$1,001,413)	(\$1,418,261)
Receipts	2020	2021	2022	2023				
1st Quarter - Jan Payment	\$173,837	\$161,595	\$167,558	\$167,413				
2nd Quarter - April Payment	\$163,487	\$149,246	\$157,106	\$149,530				
Extra Payment - June		\$54,672						
3rd Quarter - July Payment	\$140,179	\$172,643	\$166,060	\$166,506				
4th Quarter - Oct Payment	\$164,712	\$174,419	\$165,113					
Total	\$642,215	\$712,575	\$655,837	\$483,448				
Includes \$30,000 for storm water cleaning per year								
5% increase for health insurance								

City of Emporia, Kansas							09/06/2023		
5 year Budget							8/31/23 3:43 PM		
2023-2028									
Revenue Detail and Expenditure Summary									
DRUG FORFEITURES									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$46,416	\$68,303	\$69,301	\$83,821	\$85,821	\$87,821	\$89,821	\$91,821	\$93,821
REVENUE									
Receipts from Drug Forfeitures	\$27,163	\$4,113	\$52,650	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interest on Investment	\$317	\$41	\$487	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Audit Adjustment									
TOTAL RECEIPTS	\$27,480	\$4,155	\$53,136	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
EXPENDITURES									
Maintenance & Repair	\$4,733	\$0	\$11,895	\$0	\$0	\$0	\$0	\$0	\$0
Commodities	\$860	\$2,811	\$23,264	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Communications	\$0	\$345	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Contractual	\$0	\$0	\$3,459	\$0	\$0	\$0	\$0	\$0	\$0
Excess Carryover	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$5,593	\$3,157	\$38,617	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Ending Cash Balance	\$68,303	\$69,301	\$83,821	\$85,821	\$87,821	\$89,821	\$91,821	\$93,821	\$95,821

City of Emporia, Kansas				9.5 mils in 24 and on				9/6/2023		
5 year Budget								8/31/23 3:43 PM		
2023-2028										
Revenue Detail and Expenditure Summary										
BOND & INTEREST FUND										
	2019	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
Beginning Cash Balance	\$919,891	\$749,434	\$883,337	\$1,340,017	\$1,986,997	\$2,253,014	\$3,630,377	\$3,241,467	\$3,107,651	\$2,488,652
REVENUE										
Ad Valorem Property Tax	\$1,623,766	\$1,625,239	\$1,666,109	\$1,794,007	\$1,957,078	\$2,090,214	\$2,153,112	\$2,217,644	\$2,284,112	\$2,352,728
Back Tax Collection	\$45,325	\$45,798	\$30,394	\$42,618	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Special Assessments	\$210,316	\$113,561	\$115,984	\$82,354	\$78,252	\$35,302	\$35,301	\$35,302	\$35,302	\$35,302
Motor Vehicle Tax	\$189,433	\$278,405	\$205,287	\$181,798	\$197,905	\$192,974	\$192,974	\$192,974	\$192,974	\$192,974
Recreational Vehicles	\$1,939	\$2,122	\$2,354	\$2,228	\$2,149	\$2,363	\$2,363	\$2,363	\$2,363	\$2,363
Ad Valorem Tax Reduction	-\$20,143	-\$18,356	-\$20,142	-\$19,552	-\$22,000	-\$22,000	-\$22,000	-\$22,000	-\$22,000	-\$22,000
Interest on Investment	\$34,719	\$11,552	\$951	\$11,808	\$90,000	\$90,000	\$50,000	\$50,000	\$50,000	\$50,000
Recreation Center - Pool renovation	\$23,499									
Recreation Center - Office/Locker Remod	\$22,822									
Recreation Center - Ball Diamond	\$46,600	\$50,400	\$49,050	\$47,700	\$46,350					
Recreation Center - Fitness Room	\$48,560	\$49,420	\$50,220	\$50,960	\$51,200	\$51,360	\$49,440			
Fire Station & Civic Building - Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales of Bonds		\$4,055,000		\$3,540,000						
Miscellaneous		\$364,611		\$126,975						
Transfer of Funds from Project Accounts	\$469,407	\$24,700		\$97,528						
TOTAL RECEIPTS	\$2,696,243	\$6,602,452	\$2,100,207	\$5,958,424	\$2,440,933	\$2,480,213	\$2,501,191	\$2,516,284	\$2,582,751	\$2,651,367
EXPENDITURES										
Principal	\$2,496,000	\$895,000	\$1,410,000	\$1,440,000	\$1,895,000	\$875,000	\$2,695,000	\$2,485,000	\$3,060,000	\$2,890,000
Interest Coupons	\$370,699	\$153,938	\$233,526	\$204,500	\$279,917	\$227,850	\$195,100	\$165,100	\$141,750	\$117,350
Issuance Costs		\$50,515								
Pmt for Water & Sewer										
Transfer to project funds		\$5,369,096		\$3,666,943						
Excess Carryover					\$0	\$0				
TOTAL EXPENDITURES	\$2,866,699	\$6,468,549	\$1,643,526	\$5,311,443	\$2,174,917	\$1,102,850	\$2,890,100	\$2,650,100	\$3,201,750	\$3,007,350
Ending Cash Balance	\$749,434	\$883,337	\$1,340,017	\$1,986,997	\$2,253,014	\$3,630,377	\$3,241,467	\$3,107,651	\$2,488,652	\$2,132,669
Delinquency Computation (Add this amount	\$48,713	\$48,757	\$49,983	\$53,820	\$58,712	\$62,706	\$64,593	\$66,529	\$68,523	\$70,582
	\$1,672,479	\$1,673,996	\$1,716,092	\$1,847,827	\$2,015,790	\$2,152,920	\$2,217,706	\$2,284,174	\$2,352,636	\$2,423,310
Mil Levy	10.397	9.789	9.875	10.036	10.000	9.500	9.500	9.500	9.500	9.500
Ad Valorem Tax in 2018										
Ad Valorem Tax in 2019	\$160,854.00	\$160,854.00								
Ad Valorem Tax in 2020	\$171,015.00	\$171,015.00								
Ad Valorem Tax in 2021	\$173,787.28	\$173,787.28								
Ad Valorem Tax in 2022	\$184,122.00	\$184,122.00								
Ad Valorem Tax in 2023	\$201,575.00	\$201,575.00								
Ad Valorem Tax in 2024	\$226,632.00	\$226,632.00								
Ad Valorem Tax in 2025	\$233,430.96	\$233,430.96								
Ad Valorem Tax in 2026	\$240,433.89	\$240,433.89								
Ad Valorem Tax in 2027	\$247,646.91		\$0.00	\$0.00						
Ad Valorem Tax in 2028	\$255,076.31	\$255,076.31	\$0.00	\$0.00						
3% increase in valuation per year										
Future projects repayment schedule included in expenditures										

City of Emporia, Kansas						09/06/2023			
5 year Budget						8/31/23 3:43 PM			
2023-2028									
Revenue Detail and Expenditure Summary									
Cash Basis									
WATER FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
BEGINNING CASH	\$2,036,236	\$2,620,858	\$3,246,906	\$2,452,274	\$2,406,983	\$1,077,568	\$866,531	\$148,314	(\$287,989)
REVENUE									
Sale of Water	\$6,266,137	\$7,009,923	\$6,884,339	\$7,469,507	\$8,029,720	\$8,712,247	\$8,770,261	\$8,833,207	\$8,901,504
Burns & Mac's Rate Recommended Rate Increase						\$682,526	\$740,541	\$803,487	\$871,783
Service Charge	\$93,954	\$113,879	\$103,029	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Penalties	\$89,198	\$90,357	\$93,424	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Sale of Salvage	\$0	(\$331)	\$0	\$100	\$0	\$0	\$0	\$0	\$0
Reimbursed Expense	\$2,641	\$11,018	\$2,875	\$24,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Interest on Investment	\$17,213	\$2,176	\$20,504	\$70,000	\$65,000	\$60,000	\$60,000	\$60,000	\$60,000
Sale of Bonds	\$0	\$0	\$1,550,000	\$0	\$0	\$0	\$0	\$0	\$0
Trf from Industrial Development Sales Tax fund	\$350,000	\$350,000	\$350,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000	\$436,000
Trf from Project Fund									
Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Operating Revenue	\$1,274,758	\$923,053	\$2,530,077	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$11,302	\$2,701	\$11,978	\$3,311	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
TOTAL RECEIPTS	\$8,105,202	\$8,502,776	\$11,546,226	\$8,197,918	\$8,747,820	\$10,107,873	\$10,223,902	\$10,349,794	\$10,486,387
EXPENDITURES									
Personnel Services	\$838,577	\$967,937	\$1,105,419	\$1,374,287	\$1,446,961	\$1,504,836	\$1,564,896	\$1,627,357	\$1,692,318
Vacancy	\$0	\$0	\$0	(\$26,397)	(\$27,810)	(\$28,922)	(\$30,079)	(\$31,282)	(\$32,534)
Maintenance & Repair	\$605,406	\$832,844	\$1,117,122	\$1,035,050	\$1,043,050	\$1,043,050	\$1,043,050	\$1,043,050	\$1,043,050
Commodities	\$888,377	\$1,176,555	\$1,452,142	\$1,324,850	\$1,426,850	\$1,526,850	\$1,526,850	\$1,526,850	\$1,526,850
Other Charges	\$173,046	\$179,576	\$272,294	\$242,020	\$247,390	\$253,297	\$259,795	\$266,942	\$274,804
Capital Outlay	\$539,043	\$107,207	\$119,123	\$75,000	\$995,000	\$1,005,000	\$488,000	\$200,000	\$170,000
Debt Payment	\$1,224,728	\$1,490,051	\$1,497,567	\$1,516,077	\$1,653,139	\$1,635,939	\$2,631,466	\$2,734,967	\$2,732,341
Stock	(\$37,161)	\$672	\$49,206	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Transfer to Project Account	\$1,274,758	\$953,933	\$4,102,675	\$45,000	\$25,000	\$0	\$70,000	\$20,000	\$20,000
Utilities	\$446,426	\$530,136	\$718,905	\$578,600	\$594,600	\$594,600	\$594,600	\$594,600	\$594,600
Communications	\$26,222	\$28,434	\$28,025	\$44,900	\$44,900	\$44,900	\$44,900	\$44,900	\$44,900
Travel & Training	\$2,668	\$6,287	\$10,383	\$15,000	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200
Contractual Services	\$655,414	\$475,704	\$828,471	\$787,500	\$1,292,000	\$1,294,000	\$1,294,000	\$1,294,000	\$1,294,000
Administrative Fee 17%, 16%	\$1,064,487	\$1,155,328	\$1,131,081	\$1,226,321	\$1,315,955	\$1,425,159	\$1,434,442	\$1,444,513	\$1,455,441
Outstanding PO's		\$0							
Excess Carryover				\$0	\$0				
Change in Liabilities	(\$181,408)	(\$27,936)	(\$91,557)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$7,520,580	\$7,876,729	\$12,340,857	\$8,243,209	\$10,077,235	\$10,318,910	\$10,942,119	\$10,786,098	\$10,835,970
NET CHANGE IN CASH	\$584,622	\$626,047	(\$794,631)	(\$45,291)	(\$1,329,415)	(\$211,037)	(\$718,217)	(\$436,304)	(\$349,583)

WATER FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
ENDING CASH	\$2,620,858	\$3,246,906	\$2,452,274	\$2,406,983	\$1,077,568	\$866,531	\$148,314	(\$287,989)	(\$637,573)
Base for reserve calculation	\$6,981,537	\$7,769,522	\$12,221,733	\$8,168,209	\$9,082,235	\$9,313,910	\$10,454,119	\$10,586,098	\$10,665,970
20% reserve amount	\$1,396,307	\$1,553,904	\$2,444,347	\$1,633,642	\$1,816,447	\$1,862,782	\$2,090,824	\$2,117,220	\$2,133,194
Amount over 20% reserve	\$1,224,551	\$1,693,001	\$7,928	\$773,341	(\$738,879)	(\$996,251)	(\$1,942,510)	(\$2,405,209)	(\$2,770,767)
Percent	37.54%	41.79%	20.06%	29.47%	11.86%	9.30%	1.42%	-2.72%	-5.98%
Personnel services includes a 2.5% merit pay increase	5%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Admin fee at 16%	9.82	9.82	9.82	9.82	9.82	9.82	9.82	9.82	9.82
With \$350,000 from Industrial Dev sales Tax	18.84	18.84	18.84	18.84	18.84	18.84	18.84	18.84	18.84
Health Ins 5% increase	28.66	28.66	28.66	28.66	28.66	28.66	28.66	28.66	28.66
8.5% Rate increase - Jan 2024	1.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3.77	3.77	3.77	3.77	3.77	3.77	3.77	3.77	3.77
Principal Bond Payments	\$895,000	\$1,155,000	\$1,210,000	\$1,240,000	\$1,415,000	\$1,440,000	\$2,130,863	\$2,247,553	\$2,293,660
Depreciation	\$1,334,357	\$1,399,907	\$1,431,603	\$1,490,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000
Capitalized Assets	(\$1,695,087)	\$703,015	(\$3,991,818)	(\$75,000)	(\$995,000)	(\$1,005,000)	(\$488,000)	(\$200,000)	(\$170,000)
Liabilities									
ADJUSTMENTS	\$534,270	\$3,257,921	(\$1,350,215)	\$2,655,000	\$1,970,000	\$1,985,000	\$3,192,863	\$3,597,553	\$3,673,660

City of Emporia, Kansas						9/6/2023			
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2023-2028									
Revenue Detail and Expenditure Summary									
Cash Basis									
WASTE WATER FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
BEGINNING CASH	\$2,058,230	\$2,606,765	\$2,351,302	\$2,087,628	\$1,338,621	\$520,813	(\$703,035)	(\$2,296,692)	(\$3,326,080)
REVENUE									
Sales/Charges	\$5,299,292	\$5,604,381	\$6,126,631	\$6,126,631	\$6,126,631	\$6,126,631	\$6,126,631	\$6,126,631	\$6,126,631
Extra Strength Surcharge	\$108,556	\$123,584	\$159,751	\$135,500	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500
Interest on Investment	\$14,826	\$1,708	\$13,582	\$57,000	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000
New system Taps	\$827	\$1,300	\$200	\$3,500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Sale of Bonds			\$1,430,000						
Transfer from Multi Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B&I to make bond payment	\$500,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Operating		\$349,769							
Miscellaneous	\$59,603	(\$2,181)	\$252,510	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TOTAL RECEIPTS	\$5,983,104	\$6,078,561	\$7,982,674	\$6,323,631	\$6,296,131	\$6,286,131	\$6,286,131	\$6,286,131	\$6,286,131
EXPENDITURES									
Personnel Services	\$781,653	\$841,257	\$1,175,739	\$1,229,554	\$1,310,671	\$1,362,905	\$1,417,229	\$1,473,726	\$1,532,482
Vacancy	\$0	\$0	\$0	(\$22,551)	(\$23,100)	(\$24,024)	(\$24,985)	(\$25,985)	(\$27,024)
Maintenance & Repair	\$151,600	\$222,752	\$806,160	\$460,250	\$489,100	\$489,100	\$489,100	\$489,100	\$489,100
Commodities	\$142,302	\$214,444	\$424,402	\$348,950	\$374,750	\$374,750	\$374,750	\$374,750	\$374,750
Other Charges	\$129,302	\$153,916	\$170,417	\$174,000	\$187,785	\$197,913	\$214,160	\$232,844	\$254,330
Capital Outlay	\$317,711	\$56,245	\$20,509	\$693,000	\$405,000	\$735,000	\$1,045,000	\$400,000	\$900,000
Debt Payment	\$2,751,933	\$2,562,638	\$2,681,379	\$2,734,010	\$2,800,484	\$2,802,085	\$2,798,285	\$2,804,835	\$2,695,835
Transfer to Project fund	\$72,444	\$617,004	\$1,602,732	\$0	\$79,100	\$79,100	\$79,100	\$79,100	\$79,100
Utilities	\$489,542	\$549,126	\$615,809	\$573,500	\$599,500	\$600,500	\$600,500	\$600,500	\$600,500
Communications	\$19,282	\$22,222	\$21,505	\$29,600	\$29,600	\$29,600	\$29,600	\$29,600	\$29,600
Travel & Training	\$696	\$4,069	\$13,845	\$11,500	\$11,500	\$11,500	\$5,500	\$5,500	\$5,500
Contractual Services	\$151,412	\$276,174	\$375,405	\$230,825	\$239,550	\$241,550	\$241,550	\$241,550	\$241,550
Administrative Fee Flat	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000
Outstanding PO's									
Excess Carryover				\$0	\$0				
Change in Liabilities	(\$183,308)	\$204,176	(\$271,552)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$5,434,568	\$6,334,024	\$8,246,349	\$7,072,638	\$7,113,940	\$7,509,979	\$7,879,788	\$7,315,519	\$7,785,723
NET CHANGE IN CASH	\$548,535	(\$255,463)	(\$263,675)	(\$749,007)	(\$817,808)	(\$1,223,847)	(\$1,593,657)	(\$1,029,388)	(\$1,499,592)
ENDING CASH	\$2,606,765	\$2,351,302	\$2,087,628	\$1,338,621	\$520,813	(\$703,035)	(\$2,296,692)	(\$3,326,080)	(\$4,825,672)
Base for reserve calculation	\$5,116,857	\$6,277,779	\$8,225,840	\$6,379,638	\$6,708,940	\$6,774,979	\$6,834,788	\$6,915,519	\$6,885,723
20% Cash Reserve amount	\$1,023,371	\$1,255,556	\$1,645,168	\$1,275,928	\$1,341,788	\$1,354,996	\$1,366,958	\$1,383,104	\$1,377,145
Amount over 20% Cash Reserve	\$1,583,394	\$1,095,747	\$442,460	\$62,694	(\$820,975)	(\$2,058,030)	(\$3,663,649)	(\$4,709,184)	(\$6,202,816)

WASTE WATER FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
Percentage	50.94%	37.45%	25.38%	20.98%	7.76%	-10.38%	-33.60%	-48.10%	-70.08%
Personnel services includes a 2.5% merit pay increase	10.00%	0.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5% increase for health insurance	20.12	20.12	21.33	21.33	21.33	21.33	21.33	21.33	21.33
Admin fee is set at \$610,000	19.57	19.57	20.74	20.74	20.74	20.74	20.74	20.74	20.74
	39.69	39.69	42.07	42.07	42.07	42.07	42.07	42.07	42.07
	3.61	-	2.38	-	-	-	-	-	-
	3.91	3.91	4.14	4.14	4.14	4.14	4.14	4.14	4.14
Depreciation	\$1,958,791	\$2,014,563	\$2,083,385	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205	\$2,125,205
Principal Bond Payments	\$2,132,056	\$1,981,720	\$1,910,079	\$2,322,850	\$2,211,279	\$2,250,526	\$2,285,343	\$2,330,741	\$2,261,731
Capitalized Assets	(\$1,785,516)	(\$1,071,769)	(\$1,814,118)	(\$693,000)	(\$405,000)	(\$735,000)	(\$1,045,000)	(\$400,000)	(\$900,000)
Change in Liabilities									
ADJUSTMENTS	\$2,305,331	\$2,924,514	\$2,179,347	\$3,755,055	\$3,931,484	\$3,640,731	\$3,365,548	\$4,055,946	\$3,486,936

City of Emporia, Kansas							9/6/2023		
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2023-2028									
Revenue Detail and Expenditure Summary									
Cash Basis									
SOLID WASTE DISPOSAL FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027	2028
BEGINNING CASH	\$3,110,960	\$3,573,194	\$4,002,114	\$3,549,209	\$2,658,924	\$1,603,924	(\$917,350)	(\$2,400,382)	(\$3,907,404)
REVENUE									
Refuse Collection Fees	\$2,778,214	\$2,964,876	\$2,971,094	\$2,964,876	\$3,050,000	\$3,050,000	\$3,050,000	\$3,050,000	\$3,050,000
County Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loss on Sale of Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Investments	\$20,595	\$2,276	\$26,458	\$89,000	\$70,000	\$55,000	\$55,000	\$55,000	\$55,000
Insurance Recovery	\$0	\$58,510	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trf from Health Ins - Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Resale of Recyclables	\$93,356	\$181,252	\$201,913	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Box Container Fees	\$1,697,825	\$1,936,847	\$2,063,528	\$2,270,000	\$2,270,000	\$2,270,000	\$2,270,000	\$2,270,000	\$2,270,000
Landfill Fees	\$593,564	\$537,818	\$562,540	\$608,000	\$608,000	\$608,000	\$608,000	\$608,000	\$608,000
Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$31,546	\$19,000	\$23,247	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
TOTAL RECEIPTS	\$5,215,101	\$5,700,579	\$5,848,781	\$5,996,676	\$6,062,800	\$6,047,800	\$6,047,800	\$6,047,800	\$6,047,800
EXPENDITURES									
Personnel Services	\$1,834,321	\$1,856,088	\$2,093,650	\$2,338,122	\$2,450,264	\$2,548,136	\$2,649,923	\$2,755,781	\$2,865,874
Vacancy	\$0	\$0	\$0	(\$45,146)	(\$47,329)	(\$49,222)	(\$51,191)	(\$53,239)	(\$55,368)
Maintenance & Repair	\$191,335	\$286,358	\$325,946	\$313,500	\$390,500	\$390,500	\$390,500	\$390,500	\$390,500
Commodities	\$172,559	\$274,739	\$332,164	\$425,350	\$428,000	\$418,500	\$482,500	\$482,500	\$482,500
Other Charges	\$121,801	\$133,708	\$137,727	\$218,800	\$220,735	\$228,530	\$229,970	\$235,650	\$242,183
Capital Outlay	\$224,628	\$481,908	\$72,612	\$885,000	\$655,000	\$2,010,000	\$806,500	\$721,000	\$346,000
Trf to Project fund	\$0	\$0	\$814,627	\$0	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000
Utilities	\$38,914	\$41,941	\$50,501	\$64,150	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000
Communications	\$27,618	\$37,454	\$41,954	\$49,900	\$49,900	\$49,900	\$49,900	\$49,900	\$49,900
Travel & Training	\$588	\$1,607	\$7,606	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750
Contractual Services	\$1,333,657	\$1,428,981	\$1,613,185	\$1,693,675	\$1,855,500	\$1,857,500	\$1,857,500	\$1,857,500	\$1,857,500
Administrative Fee 17%, 16%	\$820,683	\$870,040	\$895,433	\$934,860	\$948,480	\$948,480	\$948,480	\$948,480	\$948,480
Outstanding PO's	\$262,564								
Excess Carryover				\$0	\$0				
Change in Liabilities	(\$275,801)	(\$141,164)	(\$83,720)	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$4,752,866	\$5,271,660	\$6,301,686	\$6,886,961	\$7,117,800	\$8,569,074	\$7,530,831	\$7,554,823	\$7,294,318

SOLID WASTE DISPOSAL FUND									
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget	Budget
NET CHANGE IN CASH	\$462,234	\$428,920	(\$452,905)	(\$890,285)	(\$1,055,000)	(\$2,521,274)	(\$1,483,031)	(\$1,507,023)	(\$1,246,518)
ENDING CASH	\$3,573,194	\$4,002,114	\$3,549,209	\$2,658,924	\$1,603,924	(\$917,350)	(\$2,400,382)	(\$3,907,404)	(\$5,153,922)
Base for reserve calculation	\$4,528,239	\$4,789,752	\$6,229,074	\$6,001,961	\$6,462,800	\$6,559,074	\$6,724,331	\$6,833,823	\$6,948,318
20% cash reserve amount	\$905,648	\$957,950	\$1,245,815	\$1,200,392	\$1,292,560	\$1,311,815	\$1,344,866	\$1,366,765	\$1,389,664
Amount over 20% Cash Reserve	\$2,667,547	\$3,044,164	\$2,303,394	\$1,458,531	\$311,364	(\$2,229,165)	(\$3,745,248)	(\$5,274,169)	(\$6,543,586)
Percentage	78.91%	83.56%	56.98%	44.30%	24.82%	-13.99%	-35.70%	-57.18%	-74.18%
Personnel services includes a 2.5% merit pay increase									
5% increase for health insurance	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R
Admin fee at 16%	0%	0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46
	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27
	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01
Principal Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$389,418	\$392,526	\$422,441	\$445,000	\$445,000	\$445,000	\$445,000	\$445,000	\$445,000
Capitalized Assets	(\$238,347)	(\$467,157)	(\$6,433)	(\$885,000)	(\$655,000)	(\$2,010,000)	(\$806,500)	(\$721,000)	(\$346,000)
Change in Liabilities									
ADJUSTMENTS	\$151,071	(\$74,630)	\$416,009	(\$440,000)	(\$210,000)	(\$1,565,000)	(\$361,500)	(\$276,000)	\$99,000

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2023-2028								
Revenue Detail and Expenditure Summary								
LAND BANK								
	2020	2021	2022	Budget	Budget	Budget	Budget	Budget
	(Actual)	(Actual)	(Actual)	2023	2024	2025	2026	2027
Beginning Cash Balance	\$6,588	\$9,410	\$16,889	\$59,846	\$37,846	\$39,846	\$41,846	\$43,846
REVENUE								
Transfer from General Fund								
Transfer from Multi Year Fund			\$50,000	\$50,000				
Interest	\$40	\$8	\$385	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Sale of Properties			\$0					
Contributions & Donations								
Miscellaneous	\$2,991	\$17,666	\$9,830					
TOTAL RECEIPTS	\$3,031	\$17,674	\$60,215	\$52,000	\$2,000	\$2,000	\$2,000	\$2,000
EXPENDITURES								
Property Tax Payment								
Legal Printing	\$13	\$24	\$38	\$1,000				
Rehab Contractors		\$8,950		\$50,000				
Property Purchase			\$8,117	\$20,000				
Other Contractual		\$1,221		\$2,500				
Miscellaneous	\$196		\$9,103	\$500				
Excess Carryover				\$0	\$0			
TOTAL EXPENDITURES	\$209	\$10,195	\$17,258	\$74,000	\$0	\$0	\$0	\$0
Ending Cash Balance	\$9,410	\$16,889	\$59,846	\$37,846	\$39,846	\$41,846	\$43,846	\$45,846

City of Emporia, Kansas					9/6/2023	
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2023-2028						
Revenue Detail and Expenditure Summary						
Equipment Reserve Fund						
	2022	Budget	Budget	Budget	Budget	Budget
	Actual	2023	2024	2025	2026	2027
Beginning cash balance	\$0	\$1,105,795	\$325,471	\$544,021	\$379,072	\$440,040
Revenue						
Interest	\$1,167	\$9,187				
Transfer from General	\$260,000	\$264,500	\$282,300	\$257,800	\$404,300	\$257,000
Transfer from Special Street			\$145,000		\$50,000	
Transfer from Water	\$15,000	\$45,000	\$25,000	\$0	\$70,000	\$20,000
Transfer from Waste Water	\$15,000		\$85,000			\$20,000
Transfer from Solid Waste	\$814,627					
Estimted revenue from vehicle sales		\$33,145	\$170,550	\$112,444	\$168,350	\$257,700
TOTAL RECEIPTS	\$1,105,795	\$351,832	\$707,850	\$370,244	\$692,650	\$554,700
EXPENDITURES						
Enterprise Leasing Payment		\$317,529	\$489,300	\$535,193	\$631,682	\$701,680
Equipment Purchase		\$814,627				
Excess Carryover		\$0	\$0			
TOTAL EXEPENDITURES	\$0	\$1,132,156	\$489,300	\$535,193	\$631,682	\$701,680
Revenue less Expenses	\$1,105,795	(\$780,324)	\$218,550	(\$164,949)	\$60,968	(\$146,980)
Ending Cash Balance	\$1,105,795	\$325,471	\$544,021	\$379,072	\$440,040	\$293,060

City of Emporia, Kansas					9/6/2023	
5 year Budget					8/31/23 3:43 PM	
2023-2028						
Revenue Detail and Expenditure Summary						
Storm Water						
	2022	Budget	Budget	Budget	Budget	Budget
	Estimated	2023	2024	2025	2026	2027
Beginning cash balance	\$0	\$200,000	\$173,511	\$72,022	(\$179,467)	(\$156,606)
Revenue						
Transfer from Multi Year Fund	\$200,000	\$100,000				
Storm Water Fee	\$0	\$441,696	\$441,696	\$441,696	\$441,696	\$441,696
TOTAL RECEIPTS	\$200,000	\$541,696	\$441,696	\$441,696	\$441,696	\$441,696
EXPENDITURES						
Becker Addition Drainage Ditch Engineering and construction		\$230,360	\$230,360	\$230,360	\$230,360	\$230,360
Upgrade to 12" pipe on Rural & State St		\$62,825	\$62,825	\$62,825	\$62,825	\$62,825
Randolph & Washington		\$275,000				
W Side of Prairie (US 50 to 7th)			\$250,000			
W 18th Ave & EHS Pond				\$400,000	\$125,650	\$125,650
Williby Ave						
Excess Carryover		\$0	\$0			
TOTAL EXEPENDITURES	\$0	\$568,185	\$543,185	\$693,185	\$418,835	\$418,835
Revenue less Expenses	\$200,000	(\$26,489)	(\$101,489)	(\$251,489)	\$22,861	\$22,861
Ending Cash Balance	\$200,000	\$173,511	\$72,022	(\$179,467)	(\$156,606)	(\$133,745)
36,800 ERUs charged \$1.00 per month						

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
TGT allocation											
Stage Lighting	Civic Building	20,000									
Civic arena floor reset	Civic Building	31,000									
Arena event floor covering	Civic Building	15,778									
Replace arena bleachers (1992)	Civic Building				175,000						
Patch and Paint walls and Ceilings in Main Arena	Civic Building	50,000									
Basketball back stops	Civic Building		22,000								
ADA assistive listening system	Civic Building				23,000						
Arena Video Board	Civic Building		175,000								
Civic Auditorium Arena Score Board	Civic Building			200,000							
Storm water fund											
Upgrade to 12" pipe on Rural & State St	Storm Water	750,000									
Randolph & Washington	Storm Water	275,000									
Sunset Lake Pond	Storm Water	45,000									
Deerbrooke Pond	Storm Water	65,000									
W Side of Prairie (US 50 to 7th)	Storm Water		250,000								
Rural & State St. SWS Improvs.	Storm Water		750,000								
E. 12th Ave & Whildin St. Drainage - combine with Michelle St Development	Storm Water		100,000								
W 18th Ave & EHS Pond	Storm Water			400,000							
Williby Ave	Storm Water					1,500,000					
Special Park											
Aerator	Golf Course		\$43,000								207-0000-400.0504
Tees & Banks Reel Mower (2003) 5400 hours	Golf Course		\$52,500								207-0000-400.0504
Tees & Banks Reel Mower (2004) 3300 hours	Golf Course			\$57,750							207-0000-400.0504
Wide Area Mower (2007) 4900 hours	Golf Course				\$81,550						207-0000-400.0504
11ft Rotary Mower (2005) #653	Park	95,000									207-0000-400.0504
Tree Repopulation Project/All Parks	Park			\$12,500			12,500				207-0000-400.0505
11 Foot Rotary Mower (2012) #617	Park			\$100,000							207-0000-400.0504
Tractor w/front end loader, backhoe, & tiller - John Deere/Kubota (1984)	Park			\$65,000							207-0000-400.0504
Riding Lawn Mower for hoofstock enclosures 60"	Zoo				\$18,000						207-0000-400.0504
Total Special Park		95,000	95,500	235,250	99,550	-	12,500	-			
Community Foundation - Kahola fund											
Rehab Band Stand at Fremont Park Roof and siding	Park		\$150,000								
Skate board Park			\$250,000								
Total Community Foundation - Kahola Fund			\$400,000								

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
General Fund											
Replace dump truck with snow plow with old one from Special Street	Airport	-									
Replace MITL System (FAA 90%)	Airport		\$60,000								101-1401-400.0505
Replace Mogas Fuel tank and 24 hour fuel pumps	Airport		\$75,000								101-1401-400.0505
Purchase Power Washer \$7,000	Airport		\$0								101-1401-400.0505
Purchase Skid Steer and accessories	Airport				75,000						101-1401-400.0504
Communication Equipment	City Wide	30,000	30,000	30,000	30,000	30,000	30,000	30,000			101-0101-400.0801
Monitor/Defibrillator	EMS	38,000	41,800	48,000	52,800						101-0302-400.0505
Mechanical CPR Devices	EMS	30,000		31,000							101-0302-400.0505
Replace Power Cots	EMS	28,000		60,000	60,000						101-0302-400.0505
Power Load Cot System	EMS		\$60,000		65,000						101-0302-400.0505
Patient Simulator Training Device	EMS		\$21,675								101-0302-400.0505
Forcible Entry Trng Prop	Fire	11,106									101-0301-400.0504
Hose Rollers	Fire		\$13,000								101-0301-400.0505
Drone and Accessories	Fire		\$22,000								101-0301-400.0505
Extrication Tools	Fire	34,000									101-0301-400.0505
Master Plan for the Golf Course	Golf Course		20,000								101-0701-400.0505
Diesel tractor with turf tires & attachments (1984) Unknown hours	Golf Course			55,000							101-0701-400.0504
Utility Vehicle width hydraulic dump bed and HI-FLOW hydraulics (1998) 5100 hours	Golf Course					42,380					101-0701-400.0504
Chemical sprayer & Cushman (2001) 2200 hours	Golf Course					75,000					101-0701-400.0505
Sand topdresser (1992)	Golf Course						31,000				101-0701-400.0504
Greens Mower, with cutting units and Verti cut units (1999) 4400 hours	Golf Course						63,600				101-0701-400.0504
128" riding mower	Park	76,830									101-0801-400.0504
72" zero turn (2000)	Park	20,000									101-0801-400.0504
Drag box tractor & box Replace #623-1 (1984) 1455 hours	Park		\$55,000								101-0801-400.0504
48 inch zero turn mower (2005) 1765 hours	Park			12,000							101-0801-400.0504
Toro Workman HDX 2wd, gas - new item	Park					30,000					101-0801-400.0504
11 foot rotary mower (2015) 1435 hours	Park					100,000					101-0801-400.0504
6 Portable Radios use communication project money	Police										101-0201-400.0505
Spillman Server	Police			25,000							101-0201-400.0505
Video Server	Police				14,000						101-0201-400.0505
Transmission Jack	Shop	8,000									101-1101-400.0505
Tough laptop for Shop Use (service data software)	Shop	4,000									101-1101-400.0505
Replace shop exhaust system	Shop			30,000							101-1101-400.0505
Total General Fund		279,936	398,475	291,000	296,800	277,380	124,600	30,000	-		

<u>Description</u>	<u>Department</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Years to Bond</u>	
Mil Levy											
Mahtopolis Infrastructure improvements	RHID		1,200,000								
Krestsinger Infrastructure improvements	RHID		3,200,000								
Becker Addition Drainage Ditch Engineering and construction	Storm Water		2,750,000								
Addition to Fire Station #2 & new fire station #1	Fire		10,000,000							20	
Engine 3 (1994)	Fire			600,000						10	
Ambulance Purchase (2014) No space available	EMS			320,000						5	
Flint Hills Crossing Street CID to pay 50%	Paving		2,200,000							20	
Weaver Street (US 50 to 12th)	Paving		1,350,000							20	
Dump Truck Single axle 5 yd bed with live hydraulics (1998)	Special Street	100,000								4	
Financial, Utility Billing, work management, cash receipts, software	Administration	1,650,000									
Overlander Road (W. 6th Ave. to US-Hwy 50)	Paving		700,000							20	
South Avenue (NIM to Road M5)	Paving				1,000,000					20	
Brick Streets \$200,000 per block 47.5 blocks \$9,500,000	Paving		500,000							20	
24th Avenue (Pavilion Development - Prairie)	Paving			1,250,000						20	
Ambulance 5 (2017)	EMS			350,000						5	
Quint 1 (2001) Replacement	Fire			1,950,000						10	
Hatcher St (PWC to 15th Ave)	Paving			750,000						20	
18th Ave (Americus Road to JAC)	Paving			1,150,000						20	
Street Sweeper Vacuum (2014)	Special Street			250,000						5	
Maintenance and equipment building Built in early 1970's	Golf Course				495,000					20	
Wheel Loader to Replace 2015 Doosan	Special Street				285,000					5	
New Hanger for monthly and daily rental	Airport					120,000				20	
Dump Truck Single Axle 5 yd bed with live hydraulics (1998)	Special Street									5	
Park & Zoo Maintenance Facility	Park						400,000			20	
Veterinary Building update/addition	Zoo							375,000		20	
Clubhouse (dining, merchandise, shelter and cart storage)	Golf Course							1,500,000		20	
Total Mil Levy		1,750,000	21,900,000	6,620,000	1,780,000	120,000	400,000	1,875,000	-		

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
Multi-Year											
Private/Public partnership	Administration	-	468,000	200,000	200,000	200,000	200,000	200,000	200,000		102-0101-400.0505
Remodel Terminal Bathroom	Airport	32,000									102-1401-400.0502
500' Runway Extension (Construction) (FAA 90%0	Airport						\$240,000				102-1401-400.0505
500' Runway extension (Design) (FAA 90%)	Airport					\$30,000					102-1401-400.0505
Avgas Fuel Farm upgrade	Airport					\$300,000					102-1401-400.0505
Install Security Fencing and Gates	Airport				\$100,000						102-1401-400.0505
Reconstruct South Taxilanes (FAA 90%)	Airport			\$90,300							102-1401-400.0505
Remodel Old Terminal	Airport				\$60,000						102-1401-400.0505
Replace steam lines/HVAC improvements	Civic Building		25,000								102-0901-400.0502
Walk-in Cooler in Room 222	Civic Building		25,000								102-0901-400.0502
Replace Windows	Civic Building	26,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000				102-0901-400.0502
Replace irrigation system - Civic	Civic Building	\$11,000									102-0901-400.0505
Remodel East Foyer & Vestibule door ways	Civic Building		50,000								102-0901-400.0502
618 Mechanic Roof	Civic Building	60,000									102-0901-400.0502
Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)	Civic Building		81,000								102-0901-400.0502
2022 Replace Steam lines	Civic Building		85,000								102-0901-400.0502
Elevator Controls	Civic Building	\$121,950									102-0901-400.0502
Civic Roof area A,B & D Metal Roof Coating	Civic Building		\$105,000								102-0901-400.0502
Exterior Building Decorative lights and arena decorative lights	Civic Building			45,000							102-0901-400.0502
Update Civic Chiller System	Civic Building				\$475,000						102-0901-400.0502
2nd floor restroom ceiling repairs	Civic Building		30,000								102-0901-400.0502
Sewer Lift station - Police department - basement Sewer	Civic Building		110,000								102-0901-400.0502
ADA Improvements	Civic Building		100,000	100,000	100,000	100,000	100,000	100,000			102-0901-400.0502
Civic Convert from Steam to Hot Water Heat System	Civic Building			\$475,000							102-0901-400.0502
Police department lobby remodel	Civic Building		400,000								
Overhead door replacement	Fire- Station 2		12,000								102-0301-400.0502
Tee Improvement Plan	Golf Course	\$440,000									101-0701-400.0505
Money for houses	Land Bank	\$50,000									102-0101-400.0801
Replace irrigation system - Library	Library	\$5,000									102-0902-400.0505
HVAC updates - Civic	Library		45,000								102-0901-400.0502
Electrical update - install panel and light switches	Library		60,000								102-0901-400.0502
ADA Improvements - library doors & ADA openers	Library	\$120,000									102-0902-400.0502
Remodel Public Bathrooms	Library		\$150,000								102-0902-400.0502
JAC replace sand in filters	Park	\$20,000									102-0803-400.0505
Eastside Memorial Park - Resurface Basketball Courts	Park							\$20,000			102-0801-400.0505
Hammond Park - repaint tennis courts	Park							\$16,000			102-0801-400.0505
JAC - Resurface Pool	Park								130,000		102-0801-400.0505
JAC Slides - repair or new	Park						\$300,000				102-0801-400.0505
Propagation Greenhouse 24x48x8	Park				\$200,000						102-0801-400.0502
Reeble Park - resurface Pickleball courts	Park							\$20,000			102-0801-400.0505
Restroom in Fremont Park	Park					\$150,000					102-0801-400.0502
Santa Fe Park bathroom renovations	Park				\$150,000						102-0801-400.0502
Picklebox viewing area	Park	\$9,000									102-0801-400.0505
Mechanic Parking Lots 600-700 Block	Parking Lot		754,935								102-0601-400.1516
Downtown trip hazard correction	Paving	\$11,000									102-0901-400.0505
Misc. Street Repairs Transfer to Special Street	Paving	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000		102-0601-400.1516
Funston Street	Paving	\$170,153									102-0601-400.1516
CCLIP US 50 from Mechanic to East city limits	Paving	\$460,000									102-0601-400.1516
Street Rehabilitation	Paving	1,000,000	1,000,000	\$1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000		102-0601-400.1516
10th Avenue (Mechanic St to Union St) Brick St. Reconstruct	Paving					\$550,000					102-0601-400.1516
9th Avenue (Mechanic St to Union St) Brick St. Reconstruct	Paving			\$0							102-0601-400.1516
CCLIP	Paving				\$400,000	\$400,000	\$400,000				102-0601-400.1516
CCLIP Geom. Improvs. K99/Commercial (KS Ave to SCL)	Paving			\$400,000							102-0601-400.1516
CCLIP US 50 From Prairie to West City Limits	Paving		\$300,000								102-0601-400.1516

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
Graphic Arts Rd (Mt. Vernon to 24th Ave) Reconstruct	Paving				\$500,000						102-0601-400.1516
Riley Avenue (Burlingame to Whittier St) Widening & Overlay	Paving						\$300,000				102-0601-400.1516
Firing Range House Split with County	Police		30,000								102-0201-400.0505
Firing Range House Split with county (\$60,000 total)	Police			\$30,000							102-0201-400.0502
Outdoor warning siren - location tbd	Police				\$45,000						102-0201-400.0505
Remodel Old bathroom for a women's locker room	Public Works		100,000								102-0101-400.0505
Insulate Outer Office Walls	Public Works				\$85,000						102-0101-400.0505
PWC Office and South Bay Remodel \$900,000 2020 Bond \$450,000	Public Works		\$0								102-0101-400.0505
Rehab Employee and Animal Shelter Parking lots	Public Works					\$350,000					102-0101-400.0505
Rehab Pole Barn (Replace outer metal siding)	Public Works					\$50,000					102-0101-400.0505
Replace Flooring in the offices and entry area	Public Works			\$30,000							102-0101-400.0502
Sidewalk Improv. (S. side 15th Ave. from Industrial Rd. to Stanton St.)	Sidewalk		25,000								102-0601-400.1516
ADA Sidewalks	Sidewalk		50,000								102-0101-400.0505
Sidewalk Improv. (S. side 15th Ave. from Graphic Arts to Hatcher St.)	Sidewalk		55,000								102-0601-400.1516
North side of 24th Westridge to Industrial - Grant Match	Sidewalk	\$70,000									102-0601-400.1516
KDOT TA 12th Ave (Burlingame to Riley) KDOT 80% \$50,000 Healthier Lyon County \$315,000	Sidewalk		72,621	30000 Grant							102-0601-400.1516
KDOT TA 24th Ave (Prairie to Lincoln) KDOT 80% \$50,000 Healthier Lyon County \$315,000	Sidewalk		72,621	30000 Grant							102-0601-400.1516
24th Ave (N Side of Graphic Arts Rd to Westridge Dr)	Sidewalk	\$100,000									102-0601-400.1516
Hazardous Sidewalk Program & CG Program	Sidewalk	100,000	\$100,000	100,000	100,000	100,000	100,000	100,000	100,000		102-0601-400.0257
Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)	Sidewalk		100,000								102-0601-400.1516
15th Ave (Graphic Arts to Hatcher)	Sidewalk			\$55,000							102-0601-400.1516
15th Ave (Industrial to Stanton)	Sidewalk			\$25,000							102-0601-400.1516
24th Ave (Westridge Dr to Industrial Rd)	Sidewalk		\$125,000								102-0601-400.1516
9th Ave (Eastside Park to Lakeview St	Sidewalk			\$45,000							102-0601-400.1516
Sidewalk Improvement (9th Ave from Fairgrounds to Elm)	Sidewalk		\$100,000								102-0601-400.1516
Camera(Loop Projectors) Traffic System at 6th & Rural	Sign & Marking	\$20,000									102-0601-400.0505
Replace School flashing lights - 13 lights 50% match with USD 253	Sign & Marking	\$80,000									102-2503-400.0505
12th and Merchant Replace signal heads and upgrade cameras to opticon	Sign & Marking			\$90,000							102-0601-400.1516
18th & Industrial Replace Signal heads and upgrade controller	Sign & Marking					\$100,000					102-0601-400.0505
Lakeridge Rd to Bayfront Dr	Storm Water		14,388								102-0601-400.1516
Miscellaneous Storm Water Repairs	Storm Water	\$100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		102-0101-400.0265
Street Preservation 2022	Street	\$26,347									102-0601-400.1516
Street Preservation	Street	\$95,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000		102-0601-400.1516
Fire & Smoke alarms	Zoo	\$26,000									102-0806-400.0505
Hoof stock Sheds	Zoo		50,000								102-0806-400.0502
Trumpeter Swan Exhibit; sealing pond/stream, repair waterfall	Zoo		54,000								102-0806-400.0502
Off-exhibit privacy fence & holding area pond repair	Zoo	\$78,000									101-0806-400.0505
Eagle pond renovation/repair of wet well/stream/lower pond	Zoo		120,000								102-0806-400.0505
Bird enclosure sheds, enclosures & ventilation (New USDA Regulations)	Zoo		\$145,000								102-0806-400.0505
Butt Rail Replacement (Bison, mule deer, llama)	Zoo						\$55,000				102-0806-400.0505
Concrete pond reconstruction/valve replacement (NeNe, EBV, Eagle, Bobcat)	Zoo					\$180,000					102-0806-400.0505
Fencing in zoo replaced/repared	Zoo		\$88,900								102-0806-400.0505
King Vulture Remodel (New USDA Regulations)	Zoo		\$195,000								102-0806-400.0505

<u>Description</u>	<u>Department</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Years to Bond</u>	
Off-exhibit holding - chain-link tops added - 6 pens/B runs caging replacement	Zoo					\$86,000					102-0806-400.0505
Split Rail Fence Replacement & Bridge Replacement	Zoo						\$179,000				102-0806-400.0505
Zoo Road removal, relocate utility	Zoo			138,000							102-0806-400.0505
Bus Parking	Zoo	\$75,000									102-0806-400.0505
Parking lot at Zoo	Zoo	\$131,000									102-0806-400.0505
3 phase recycling pump Replaced and new pond aeration pump	Zoo			\$18,000							102-0806-400.0502
Hoofstock Work Area (Bison, mule deer llama) AZA Requirement	Zoo			\$180,000							102-0806-400.0502
Total Multi Year		3,537,450	5,723,465	3,546,300	3,940,000	4,121,000	3,399,000	1,956,000	1,930,000		

<u>Description</u>	<u>Department</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Years to Bond</u>	
Solid Waste											
Automated Refuse Truck Replacement (2010)	Collections	\$360,000									503-4003-400.0504
Resurface/overlay tipping floor	Transfer Station	500,000									503-4004-400.0502
Solid Waste Master Plan	Solid Waste		\$100,000								
Roll-Off Truck Replacement (2011)	Collections		\$270,000								503-4003-400.0504
Rear Load Trash Truck Replacement (2010)	Collections		\$285,000								503-4003-400.0504
Automated side load truck (2015)	Collections			\$390,000							502-4003-400.0504
Roll-off truck replacement (2016)	Collections				\$297,000						503-4003-400.0504
Rear-Load Truck and Packer Body (2013)	Collections					\$328,000					503-4003-400.0504
Recoat Brick walls on PWC building	Collections			\$50,000							102-0101-400.0502
Grapple Truck with Dump Bed -New item	Collections						250,000				503-4003-400.0504
Side by Side Truckster - New item	Recycling Center	\$25,000									503-4006-400.0504
Automated side load truck (2015)	Recycling Center			\$390,000							503-4006-400.0504
Fork Lift Replacement (2018)	Recycling Center				\$52,000						503-4006-400.0504
Horizontal Baler & Conveyor (Replacement)	Recycling Center					\$143,000					503-4006-400.0504
Replace waste oil heater	Recycling Center						\$6,000				503-4006-400.0502
Tipping building extension	Transfer Station			1,000,000							503-4004-400.0502
Rubber track skid steer w/rubber blade bucket	Transfer Station			\$110,000							503-4004-400.0504
Rebuild/refurbish track loader plus rent machine	Transfer Station				\$425,000						503-4004-400.0504
Skid Mounted litter vacuum w/trailer	Transfer Station				\$32,500						503-4004-400.0504
Backhoe Replacement (2023)	Transfer Station					\$250,000					503-4004-400.0504
Rehab old landfill equipment shed	Transfer Station						\$90,000				503-4004-400.0502
Replace 2000 1 Ton Service Truck w/ Auto Crane	Transfer Station			70,000							101-1101-400.0504
Total Solid Waste		885,000	655,000	2,010,000	806,500	721,000	346,000	-	-		

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
Waste Water Fund to Bond											
Lift Station #1	Sewer Maintenance	\$2,800,000								20	
Lift Station #15	Sewer Maintenance		500,000								
Replace Sewer Main from Logan Ave to South of Zoo Ed Bldg (two to one 24" pipe)	Sewer Maintenance		\$1,000,000							20	
Water meters & Program	Water Service	\$2,500,000								10	
Total Wastewater to bond		\$5,300,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0		
Wastewater											
New sanitary sewer camera	Sewer Maintenance	\$83,000									502-5003-400.0505
Waste water plant master plan		\$200,000									
Mr. Manhole - Skidsteer attachment (split with Water)	Sewer Maintenance			40,000							502-5003-400.0505
Sewer Main relining	Sewer Maintenance		175,000		175,000						502-5003-400.0505
Replace Lift Station #14	Sewer Maintenance			\$110,000							502-5003-400.0505
Add Fiber to LS #s 4, 6, 7, 8, 13, 14 to add SCADA monitoring	Sewer Maintenance			\$100,000							502-5003-400.0505
15 Yd Dump Truck ((Split with Water)	Sewer Maintenance				\$120,000						502-5003-400.0504
Replace LS #7	Sewer Maintenance				\$100,000						502-5003-400.0505
I&I Study (Smoke test 25% of sanitary sewer system over 4 years)	Sewer Maintenance			400,000	\$400,000	\$400,000	\$400,000				502-5003-400.0505
Recoat Brick walls on PWC building	SewerAdministration			\$50,000							102-0101-400.0502
Upgrade plant telemetry to handle slug loads more efficiently	Waste Water Plant	\$350,000									502-5004-400.0502
WIMS Water Inventory Maintenance System	Waste Water Plant	\$60,000									502-5004-400.0502
Gator	Waste Water Plant		\$30,000								502-5003-400.0504
Replace UV Bulbs, Sleeve and End and Ballasts	Waste Water Plant		\$200,000								502-5004-400.0502
Pre-sed and retention/holding pond rehabilitation Design	Waste Water Plant			\$35,000							502-5004-400.0505
Pre-sed and retention/holding pond rehabilitation Build	Waste Water Plant				\$250,000						502-5004-400.0502
Recycle pump station Wastewater Plant to Water Plant	Waste Water Plant						\$500,000				502-5004-400.0502
Total Wastewater Fund		693,000	405,000	735,000	1,045,000	400,000	900,000	-			

Description	Department	2023	2024	2025	2026	2027	2028	2029	2030	Years to Bond	
Water Fund to Bond											
12th Avenue Water Tower upgrade and rehab	Water Plant	\$1,100,000								20	
Replace meters and meter reading software	Water Service	\$2,500,000								10	
Weaver St (US 50 to 10th Ave)	Water Main			\$800,000						20	
Prairie St. from 30th to Crestview to include Sonora loop	Water Main			\$960,000						20	
Rural St (E Wilman Ct to 18th), W 17th Ave (W Wilman to Rural), W Wilman (17th to 18th)	Water Main						\$850,000			20	
S. Cottonwood to East St. From Kansas to Potwin	Water Main			\$455,000						20	
S. Union to S. Exchange From Kansas to Potwin	Water Main			\$455,000						20	
Sylvan to East from 6th to 4th	Water Main				\$500,000					20	
Sylvan to East from 4th to 2nd with tie ins under the railroad tracks	Water Main					\$750,000				20	
Sylvan to East from 2nd to South	Water Main						\$350,000			20	
Total Water fund to bond		\$3,600,000	\$0	\$2,670,000	\$500,000	\$750,000	\$1,200,000	\$0	\$0		
Water Fund											
Mr. Manhold - Skidsteer attachment	Water Distribution			40,000							501-2303-400.0504
15 Yd Dump Truck (Split with Sewer)	Water Distribution				\$120,000						501-2303-400.0504
Recoat Brick walls on PWC building	Water Distribution			\$50,000							102-0101-400.0502
Water Information Management System	Water Plant	\$75,000									501-2304-400.0505
Water Plant Evaluation	Water Plant		360,000								501-2304-400.0505
Containment for the Polymer at the intake (Bulk storage tanks, day tank and pumps)	Water Plant		\$240,000								501-2304-400.0505
Replace 1983 Aqua Ammonia 3,000 Gallon Tank w/Stainless Steel Tank	Water Plant		\$140,000								501-2304-400.0505
Filter sand and Anthracite Replacement	Water Plant		\$255,000								501-2304-400.0505
Piping for standpipes and high service	Water Plant			\$500,000							501-2304-400.0505
Replace 1-30 year old pump and motor w/VFD (HS Pump 2)	Water Plant			\$300,000							501-2304-400.0505
Backwash return Pump	Water Plant			\$115,000							501-2304-400.0505
Filter gallery blast and repaint. Basement and clearwell only.	Water Plant				\$200,000						501-2304-400.0504
Ultrasonic level sensor in the filter gallery.	Water Plant				\$20,000						501-2304-400.0505
VFD at River Intake	Water Plant				\$130,000						501-2304-400.0505
Rehab drive system on sludge basin collator drag	Water Plant				\$18,000						501-2304-400.0505
Slaker room blast and repaint	Water Plant					\$200,000					501-2304-400.0505
Copper Ionizer upgrade at the intake	Water Plant						\$170,000				501-2304-400.0505
Total Water Fund		\$75,000	\$995,000	\$1,005,000	\$488,000	\$200,000	\$170,000	\$0	\$0		
Water Mains - State loans											
Watermain project (Lincoln street under I35 connection)	Water Main	\$315,000								20	
Watermain project (SE Transmission Main Ph 1, 7th Ave, Sunnyslope to West & Garfield, 6th to 12th)	Water Main	\$2,700,000								20	
Watermain project (24th Ave to Prairie St to 18th Ave)	Water Main	\$3,650,000								20	
Watermain project Prairie Street (18th Ave to 12th Ave)	Water Main	\$2,150,000								20	
Watermain project Peyton Street (Water Tower to 12th & 6th to South Ave Peyton to Carter)	Water Main		\$1,750,000							20	
Watermain project SE Trans - West to Neosho to South	Water Main			\$2,100,000						20	
Watermain project Lincoln - 24th to Briarcliff	Water Main			\$850,000						20	
Watermain project SE Trans 1st to IP III	Water Main				\$6,100,000					20	
Total State Loan		8,815,000	1,750,000	2,950,000	6,100,000	-	-	-			



Commission Action Report

Ordinance 23-25 Annual Appropriation

Title: Ordinance 23-25 Annual Appropriation

Agenda Date: September 6, 2023

Presented By: Christina Montgomery, City Attorney

Background:

Historically, the City of Emporia and other cities in the state used a bi-monthly appropriation ordinance which ratified expenditures after the fact. Across the State of Kansas, a number of cities were troubled by this post-facto process and starting and adopting annual appropriation ordinances with the adoption of the budget. These annual appropriation ordinances are particularly useful in emergency situations or other situations where governing bodies are unable to generate a quorum. The City of Emporia adopted its first annual appropriation ordinance last year.

Discussion:

The annual appropriation ordinance allows the Finance Director with the Consent of the City Manager and City Clerk to make payments for all claims and charges against the city in a fiscal year. City staff are required to follow the purchasing policy and bring Capital Improvement Items over \$25,000 to the Commission for approval.

Recommended action:

Approve Ordinance 23-25 Annual Appropriation

Attachments:

Ordinance 23-25 Annual Appropriation

ORDINANCE NO. 23-25

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR THE CALENDAR YEAR 2024, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN.

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

SECTION 1. There is hereby appropriated the accounts set up in each fund in the budget for the fiscal year 2024 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination checks and warrants, drawn by the Finance Director and counter-signed by the City Manager and City Clerk, as provided by law; provided, however, that such officers shall at all times comply with the provisions of the Budget Law and Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2024 are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage and publication once in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 6th day of September 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Public Hearing to Close-Out CDBG-Project #21-PF-020 Grant
for Lift Station #2

Title: Public Hearing-Close Out CDBG-Project #21-PF-020 Grant
for Lift Station #2

Agenda Date: September 6, 2023

Presented By: Mark Detter, Assistant City Manager

Background:

The City of Emporia, Kansas will be holding a public hearing on Wednesday, September 6, 2023, at 11 a.m. in the City Commission Room located at 518 Mechanic, for the purpose of closing out CDBG Project #21-PF-020 for the Lift Station #2 located at 1304 East Street.

Discussion:

The project consisted of the replacement of two flooded suction style centrifugal solids handling wastewater pumps, interior piping, and valve replacement; electrical and HVAC improvements, backup generator installation, mechanical bar screen installation, exterior building improvements, replacement of security fence, controls, and communications improvements related to construction activities on Lift Station #2 at 1304 East Street.

Garret Nordstrom, CDBG Administrator and Governmental Services consultant will answer questions on final monitoring, detailing CDBG goals that were met by the project. Mayor Brinkman was sent a letter dated August 14, 2023, detailing the final monitoring of the project, including the completion of the project after two months of construction and the project meeting the national objective of benefitting low-moderate-income persons.

Financial considerations:

The City requested and expended \$698,000 of the \$700,000 CDBG Grant. The local budget expended was \$1,026,931.27, which was \$28,731.27 over the original pledge of \$998,200. One change order was approved for an increase of \$59,053.00.

Recommended action:

Conduct a Public Hearing on close out of CDBG project #21-PF-020 for Lift Station #2.

Attachments:

Final Monitoring Letter from Ginny Eardley Kansas Department of Commerce CDBG Project.

August 14, 2023

The Honorable Susan Brinkman,
Mayor, City of Emporia
111 E 6th
Emporia, KS 66801

RE: City of Emporia, 21-PF-020

Dear Mayor Brinkman

On August 10, 2023, I met with Garrett Nordstrom and Maria Cuevas, GAS, Mark Detter, Assistant City Manager to monitor the above-referenced Lift Station CDBG Project. This monitoring should be viewed as a cooperative effort between the Community Development Block Grant (CDBG) staff and the City to identify potential obstructions to successful program implementation. The field staff makes observations by reviewing project files and performing site visits.

This monitoring covered the following areas: Program Progress, National Objective, Financial Management, Environmental Review, Procurement, Labor Standards, Equal Opportunity, Citizen Participation, and Quarterly Status Reports.

The following observations have been made:

Program Progress: The project has completed 100% of construction after 2 months.

National Objective: The project meets the national objective of Benefitting Low-Moderate Income Persons.

Financial Management: As of the monitoring, the City had requested and expended \$698,000 of the \$700,000 CDBG Grant. The local budget expended \$1,026,931.27, which is \$28,731.27 over the original pledge of \$998,200. One change Order was approved for an increase in \$59,053.00.

Environmental Review: For this project, the City correctly determined and completed an Environmental Determination of CEST which converted to exempt. The environmental review was cleared on 05/18/2021.

Procurement: The City contracted with GAS for the administration through local procurement. Engineering was awarded to BG Consultants after local procurement. Four sealed bids were received through competitive bidding from the following companies: Crossland Heavy Contractors, BRB Contractors, APAC and Walters Morgan. Walters Morgan was selected and awarded. The Subrecipient vs Contractor Classification Checklists were on file for all contracts.

Labor Standards: This project utilized Davis-Bacon General Wage Decision #KS20210021 Mod 2 for Heavy, dated 10/01/2021. Payrolls were reviewed at the monitoring for Walters Morgan, the General, and the following subs: Burnap Bros Inc, Mayor Specialty and Shelley Electric. GAS conducted 1 Employee Interview for Burnap Bros, 2 for Shelley Electric and 1 for Walters Morgan. No issues were noted.

Equal Opportunity:

Fair Housing: The 2023 activity was displaying the How To Recognize Housing Discrimination Poster at City Hall. For the 2022 activity, the Fair Housing hotline on the city website. 2021 activity was Know Your Rights Poster displayed at City Hall.

Beneficiaries: The project benefitted 23,565 people with 13,210, for 56.06% LMI based on 2015 HUD Census Data.

Certifications: The administration, engineering and construction contracts complied with appropriate civil rights certifications and requirements.

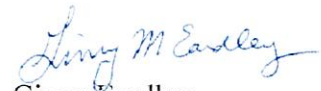
Quarterly Status Reports: All Quarterly Status Reports were accurate and submitted on time.

Citizen Participation: The required pre-application public hearing was held before grant submittal. A second public hearing that provides the detailed proposed activity and detailed actual activity to review grant performance must be held before closeout.

Conclusion: The City is in good standing with the state and federal program requirements and may proceed to close out on this project. The cooperation of the City and administrator during this monitoring is greatly appreciated.

If you have any questions or concerns, please feel free to contact me at Ginny.M.Eardley@ks.gov or by phone at 785-230-6319

Sincerely,



Ginny Eardley
CDBG Project Manager

GE:ge

cc: Susan Brinkman, Mayor
Mark Detter, Assistant City Manager
Garrett Nordstrom, GAS
Maria Cuevas, GAS



Commission Action Report

Public Hearing Authorizing Ordinance No. 23-24
Granting Tax Abatement for Expansion of Michelin

Title: Public Hearing Authorizing Ordinance No. 23-24
Granting Tax Abatement for Expansion of Michelin

Agenda Date: September 6, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The City of Emporia has been working with representatives of Michelin on a recent expansion of their Emporia facility. The company has constructed an addition to their building and added multiple jobs during the last several jobs. The addition is for research and development and other office activities. In addition, the company has added many jobs throughout the entire operation. Michelin currently employs more than 300 employees and are actively seeking additional employees.

Discussion:

The City Commission will need to conduct a Public Hearing on this exemption and approve Ordinance No. 23-24 authorizing a ten-year real property tax exemption.

Financial considerations:

No city funds are required.

Recommended action:

Conduct Public Hearing Authorizing Ordinance No. 23-24 Granting Tax Abatement for Expansion of Michelin

Attachments:

Copy of the Notice of Publication
Ordinance No. 23-24

NOTICE OF HEARING ON EXEMPTION OF CERTAIN PROPERTY FROM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES

The Governing Body of Emporia, Kansas, will meet on September 6, 2023, at 11:00 a.m. in the City Commission Chambers, Civic Building, 522 Mechanic, Emporia, Kansas, for the purpose of hearing a request by Michelin, 1601 South Avenue, Emporia, Kansas, for an exemption from taxation for the real property expenses associated with the 2021-2022 business expansion. The total real property expense associated with the 2021-22 business expansion was \$2,552,724.45. The Governing Body will consider a request for a 10-year property tax exemption on the real property improvements associated with the expansion. Detailed information is available at the City Manager's office. For further information, please contact Christina Montgomery, City Attorney, 522 Mechanic Street, Emporia, Kansas 66801, or (620) 343-4256. Oral and written comments will be recorded and become a part of the City of Emporia, Kansas Official Record.

Reasonable accommodations are available for persons needing assistance. Requests for accommodation should be submitted to Brandi Galbreath, Community Housing Coordinator, 522 Mechanic, Emporia, Kansas 66801 or (620) 343-4291 by September 5, 2023.

Kerry Sull, City Clerk

ORDINANCE NO. 23-24

AN ORDINANCE EXEMPTING CERTAIN PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES IN EMPORIA, LYON COUNTY, KANSAS.

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

SECTION ONE: In accordance with Section 13 of Article 11 of the Kansas Constitution, the following property, commonly referred to as the 2021-2022 building construction and business expansion to Michelin, is hereby exempted from ad valorem taxation as follows:

Real Property for a term of ten (10) calendar years. Said property is located on a tract of land described as follows:

Lot Three (3) of the Replat of the Wilson-Davis Subdivision (Industrial Park No. III), to the City of Emporia, Lyon County, Kansas.

More commonly known as 1601 East South Avenue, Emporia, Kansas.

Real Property	Cost	Acquisition Date
2021-22 Building	\$2,552,724.45	12/31/2022
TOTAL COST	\$2,552,724.45	

SECTION TWO: The City and the owner will execute an agreement for each year that the tax exemption for economic development is appropriate as a condition precedent to the annual exemption. In the event that such an agreement is not executed by the parties, the exemption as set forth in this Ordinance is automatically hereby canceled, nullified, and set aside without further action by this Governing Body.

SECTION THREE: A certified copy of this Ordinance shall be provided to the owner of the property and to the Appraiser, Clerk, and Treasurer of Lyon County, Kansas.

SECTION FOUR: The City of Emporia has adopted Uniform Policies and Procedures for granting tax exemptions.

SECTION FIVE: The City of Emporia has completed a Cost-Benefit Analysis and its effect on state revenues on the request for property tax exemption by Michelin.

SECTION SIX: The City has provided notice of the "Public Hearing" for the Michelin real property tax exemption. The "Public Hearing" notice was published on August 26, 2023, in the Emporia Gazette. U.S.D. #253 and Lyon County were notified of the "Public Hearing" by hand delivery on August 28, 2023.

SECTION SEVEN: The Governing Body of the City of Emporia, Kansas, after conducting a public hearing pursuant to published notice as provided by law, has determined that property belonging to Michelin exclusively in their business of manufacturing articles of commerce and research and development should be granted tax exemption for economic development purposes. The City has determined that Michelin is engaged in manufacturing articles of commerce and research and development in Emporia, Kansas. The City has approved the request for real property tax exemption on the real property purchased in conjunction with the expansion of Michelin. Michelin has created a minimum of 14 new jobs with an increase in the company's annual payroll of not less than \$700,000.00.

SECTION EIGHT: The City has determined that the approval of this exemption is necessary to create and retain jobs in Emporia, Kansas. The City has approved the 10-year real property tax exemption for the tax years 2023-2032.

SECTION NINE: The City Clerk shall cause this Ordinance to be published one (1) time in the official newspaper and that this Ordinance shall take effect and be in force from and after its adoption and publication in the official City newspaper.

PASSED AND ORDAINED by the Governing Body of Emporia, Kansas this 6th day of September of 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Kretsinger Development Agreement with Ignite, L.L.C

Title: Kretsinger Development Agreement with Ignite, L.L.C

Agenda Date: September 6, 2023

Presented By: Jim Witt, Special Projects Coordinator

Background:

The Development Agreement is a requirement of the City's Housing Policy. The agreement was developed in consultation with Gilmore & Bell and representatives for Ignite, L.L.C. The agreement details the responsibilities of the City and Developer with regard to the 55-lot subdivision.

Discussion:

The Agreement lays out in detail the responsibilities of each party. Within the Agreement, the Developer provides a specific amount of financial guarantee to the City that is contingent upon development performance. Also included are the fiscal commitments of the City. All this information is contained in Article Five and related exhibits. Article V (c) contains the priorities for reimbursement via RHID funds. Please note that the City is not responsible for private infrastructure improvements. This includes electric, gas, telephone, and cable/fiber services.

Financial Considerations:

The City will issue G.O. bonds for the actual cost of water, sewer, street, and drainage improvements projected to be between 3 to 3.5 million dollars. The City's financial obligations, bond payments, are in first position once RHID revenue starts to generate. See Article 5.2.

Recommended Action:

Approve Kretsinger Development Agreement with Ignite L.L.C

Attachments:

Kretsinger Development Agreement with Ignite L.L.C

**DEVELOPMENT AGREEMENT
KRETSINGER
REINVESTMENT HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into effective as of [_____, 2023] (the **“Effective Date”**), by and between the **CITY OF EMPORIA, KANSAS**, a municipal corporation of the State of Kansas (**“City”**), and **IGNITE EMPORIA, LLC**, a Kansas limited liability company (**“Developer”**). The City and the Developer are each a **“Party”** and collectively the **“Parties.”**

RECITALS

A. Developer has acquired real property located within the boundaries of City and described on **Exhibit A** attached hereto and incorporated herein by reference (the **“Property”**).

B. Developer desires to develop the Property by constructing the “Kretsinger” residential development (**“Kretsinger Development”**) as more fully described herein.

C. City has determined that the construction of Kretsinger Development will foster the economic development of City and surrounding area of Lyon County, Kansas.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Kretsinger Development.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“Agreement” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“Benefit District Act” means K.S.A. 12-6a01 *et seq.*, as amended.

“Benefit District Bonds” means any of the City’s general obligation temporary notes and general obligation bonds issued pursuant to the Benefit District Act to finance the Benefit District Costs and to be repaid through special assessments levied against the Property and not with RHID Funds.

“Benefit District Costs” means infrastructure costs of the Developer Project to be financed pursuant to the Petition and the Benefit District Act.

“City” means the City of Emporia, Kansas.

“City Expenses” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“City Infrastructure Improvements” means the water, sewer, storm sewer, and street improvements necessary for Kretsinger Development and located within the boundaries of the Property to be constructed by the City, including engineering costs and appurtenances related thereto, as set forth on the approved plat for Kretsinger Development.

“City Infrastructure Bonds” means any of the City’s general obligation temporary notes and general obligation bonds issued to finance the costs City Infrastructure Improvements that are not Benefit District Costs.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Development Project and the City Infrastructure Improvements and Developer Infrastructure Improvements.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“County” means Lyon County, Kansas.

“Developer” means Ignite Emporia, LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Developer Infrastructure Improvements” means the electric and gas improvements necessary for Kretsinger Development and located within the boundaries of the Property constructed by the Developer, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for Kretsinger Development, all as more specifically described on ***Exhibit C*** attached hereto and incorporated herein by this reference.

“Development Plan” means the Development Plan to be prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act and approved by the Developer.

“Development Project” means single family residential units and auxiliary structures to be constructed on the Property in accordance with the Concept Site Plan.

“District” means the Kretsinger Reinvestment Housing Incentive District to be established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

“Eligible Costs” means the costs of the City Infrastructure Improvements, City Infrastructure Bonds, Developer Infrastructure Improvements, City Expenses, and costs which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on ***Exhibit C*** attached hereto and incorporated herein by this reference.

“Excess RHID Funds” means RHID Funds held by the City in excess of the amount needed to satisfy the City Infrastructure Bonds payment obligations for the then current calendar year.

“Governing Body” means the City Commission of the City of Emporia, Kansas.

“Loan” means the loan from the City to the Developer to finance or refinance the purchase of the Property, as described in **Section 6.1**.

“Lot(s)” means a portion or portions of the Property to be sold by the Developer in the ordinary course of the development of the Development Project.

“Lot Sale Proceeds” means proceeds of the Developer’s sale of Lots.

“Material Change” means any change in the Concept Site Plan that significantly modifies the number of single family residences, or increases/decreases the cost of the Development Project by 10% or more for each change or 20% in the aggregate.

“Mayor” means the Mayor of the City of Emporia, Kansas or their duly authorized agent.

“Mortgage” means the first priority mortgage granted by the Developer in favor of the City to secure payment of the Note, as described in **Section 6.2**.

“Note” means the promissory note executed by the Developer in favor of the City evidencing the Developer’s repayment obligations related to the Loan, as described in **Section 6.1**.

“Petition” means the petition to be submitted by the Developer acceptable to the City requesting the establishment of a benefit district in order to finance a portion of the costs of the City Infrastructure Improvement pursuant to the Benefit District Act.

“Project Milestones” means the performance of the Development Project described on **Exhibit F** hereto in accordance with the provisions of **Section 4.2**. The Project Milestones may be amended administratively by the City Manager’s office in accordance with City policy.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“RHID Funds” means those amounts paid from the Lyon County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of Kretsinger Development.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Reinvestment Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Developer Infrastructure Improvements, including; (1) demolition and removal of any existing improvements located on the Property, grading and earthwork; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single family residences and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

(a) ***Due Authority.*** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions

hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement other than as set forth herein.

(e) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developers. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against Kretsinger Development, the Developer, or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Approvals.** The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Development Project; or reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(h) **Construction Permits.** All governmental permits and licenses required by applicable law to construct, occupy and operate the Development Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Development Project to be constructed.

(i) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(j) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(k) **Contractors.** All contracts with contractors shall warrant that the work performed or material supplied by that contractor to the Development Project will be free from any defects in materials and workmanship for a period of at least one (1) year from the date of completion, and that such warranty does not restrict or otherwise limit that contractor's obligation to construct the Development Project in a workmanlike manner and in accordance with the Construction Plans and this Agreement as it pertains to that contractor's work.

2.3 Maintenance of Existence. During the term of this Agreement the Developer (including any permitted successors or assigns) will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve, consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

- (a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;
- (b) a certified copy of the Operating Agreement of the Developer; and
- (c) the Concept Site Plan.

2.5 Final Approval Required. This Agreement is contingent upon the City finalizing all required steps to create the District pursuant to the Reinvestment Housing Incentive District Act by adoption of the RHID Ordinance within 120 days after the Effective Date and will be void if the District is not so created. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Project including award or rejection of construction bids for City Infrastructure Improvements. In addition, the City retains full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 3643 on April 21, 2021 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On June 2, 2021, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City's ability to establish reinvestment housing incentive districts.

3.3 Further Proceedings. The City will cause to be prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and plans to consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and

complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 60 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. The City will respond in writing within 45 days after receipt of the notice and all requested supporting documentation. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City or if such notice is not responded to pursuant to the timelines above.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project, with approval from the City Manager or the City Manager's designee provided that such approval will not act as a waiver, alteration, or replacement of any required zoning, planning, permitting and inspection requirements.

4.2 Project Milestones and Schedule. The Developer agrees to meet the Project Milestones not later than the times set forth in **Exhibit F**. In addition to the remedies set forth in **Section 7.4**, if Developer fails to meet a Project Milestone, and for so long as that failure is continuing, the City may:

(a) retain all Lot Sale Proceeds then held in escrow by the City; and

(b) exercise an option to purchase (the "**Option**") all or any portion of the Lots still subject to the Mortgage at a purchase price of (i) \$1,818 per Lot or until Developer has been reimbursed for its costs set forth on **Exhibit C** or (ii) \$1 per Lot after Developer has been reimbursed for its costs set forth on **Exhibit C**. The City will give notice of its election to exercise the Option in writing to the Developer, which will include a proposed closing date and title company and may include a form real estate purchase agreement consistent with the terms of this Section. The Developer will convey to the City via special warranty deed good and marketable title to all Lots subject to the Option free and clear of all liens and encumbrances (other than the Mortgage). Each of the parties will be responsible for its own attorney's fees related to the exercise of the Option and all closing costs will be paid by the Developer. Each party represents to the other that no real estate broker commission will be due on the purchase contemplated hereby, but in the event one is claimed, it will become the sole obligation of the party who engaged any such broker.

4.3 Development Project Construction.

(a) Developer will construct the Development Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Development Project will comply with existing City codes, rules and regulations. If Developer or a Related Party serves as general contractor or a sub-contractor for the Development Project, Developer or such Related Party will not charge more for such services than a third-party contractor would customarily charge for such services, as determined by such documentation that is requested by and acceptable to the City in the City's discretion. All work on the Development Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to compete the Work for the Development Project. Prior to the commencement of construction of the Development Project, Developer

will obtain, or will require that any such contractor obtain, the insurance required in **Section 7.8** hereof and will deliver evidence of such insurance to City.

(c) Promptly after Substantial Completion of the Work with respect to the Development Project in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion, and (ii) verify, in the City's reasonable discretion, that the Development Project have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements, such verification not to be unreasonably withheld. Each Certificate of Substantial Completion will be accepted or rejected by the City in its discretion, but acceptance will not be unreasonably withheld. If a Certificate of Substantial Completion is rejected by the City, the City will furnish Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

4.4 Infrastructure Improvements Construction.

(a) The City will construct the City Infrastructure Improvements in accordance with City standards and specifications for similar projects. Developer will construct the Developer Infrastructure Improvements in accordance with City standards and specifications for similar projects. Developer will not commence construction of any vertical improvements prior to completion of the City Infrastructure Improvements and Developer Infrastructure Improvements.

(b) If an easement is obtained for a gravity sewer system, the City will secure and pay that easement. Developer is responsible for securing any other rights-of-way and/or easement rights from private parties necessary to improve or build the City Infrastructure Improvements and Developer Infrastructure Improvements and City will reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements from third-parties unrelated to Developer will be considered an Eligible Cost.

(c) Developer is responsible for all costs associated with the approval of the preliminary plat for the Property, which will be considered an Eligible Cost in accordance with City policy and this Agreement.

4.5 Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. All building permit fees will be paid by the Developer in accordance with City policy.

4.6 No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny governmental approvals pursuant to the City's regulatory authority as provided by city building code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's planning commission and governing body in accordance with the City's zoning ordinance, the City building code and applicable State law.

4.7 Land Use Restriction. The Developer agrees that the Property will be utilized for residential purposes only and all other types of land uses are prohibited in the Development Project or on

the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

4.8 Sale of Constructed Homes. The Developer acknowledges that the City is willing to permit the Developer Project to participate in the reinvestment housing incentive program in order to increase the supply of certain types of available homes within the City. Therefore, all residential units constructed as part of the Developer Project will be single-family homes with a minimum 1,000 square feet of finished living area on the ground level and above and in compliance with all applicable building codes (the “**Required Housing Standards**”), or the Developer will be in material default of this Agreement.

ARTICLE V PROJECT FINANCING

5.1 Benefit District. The Developer will submit a petition (the “**Petition**”) requesting the creation of an improvement district upon the Property pursuant to the Benefit District Act to impose special assessments upon the Property which will be dedicated to finance a portion of the costs (the “**Benefit District Costs**”) of the City Infrastructure Improvements. The Benefit District Costs will be repaid through special assessments levied on the Property pursuant to the Benefit District Act and not through RHID Funds. Special assessments will not exceed \$100 per month per Lot.

5.2 Financing of Improvements.

(a) The City will finance the Benefit District Costs through the issuance of Benefit District Bonds. The City will finance the balance of the costs of the City Infrastructure Improvements through the issuance of City Infrastructure Bonds. All other costs of the Development Project will be paid in cash, or financed, by the Developer.

(b) Current City RHID policy requires that the Developer furnish to the City a letter of credit or other security for payment of the debt service related to the City Infrastructure Bonds; however, that requirement is waived. The Developer will be required to comply with City Benefit District Act policy, including any letter of credit requirements.

(c) The City will utilize RHID Funds as follows:

(1) First, to satisfy the annual debt service requirements of any outstanding City Infrastructure Bonds and to pay, or reimburse the City for prior payment of, City Expenses;

(2) Second, to reimburse the City for any debt service payments or portions thereof made on City Infrastructure Bonds that were not paid with RHID Funds;

(3) Third, annual Excess RHID Funds will be utilized to reimburse the Developer for Eligible Costs in accordance with this Agreement.

(d) Reimbursements for expenses paid or financed by the Developer will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement by the Developer does not exceed the actual amount expended by the Developer for such use or 110% of the total set forth on **Exhibit C**, the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein.

5.3 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Costs.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.4 Reimbursement. The City will have 45 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient Excess RHID Funds are available, and semiannually in March and September of each year as Excess RHID Funds become available in the event that Excess RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 45-day period, the Request for Reimbursement will be deemed approved. If the City reasonably disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than Excess RHID Funds that are actually received from the Lyon County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

ARTICLE VI ECONOMIC DEVELOPMENT LOAN; MORTGAGE

6.1 Loan; Promissory Note. In order to finance, or refinance, the Developer's purchase of the Property, the City agrees to make an economic development loan (the "**Loan**") to the Developer in an amount not to exceed \$187,000 to be repaid with interest rate at an annual rate of 5% pursuant to the terms of the Promissory Note attached as **Exhibit G** (the "**Note**"). Proceeds of the Loan will be paid by the City, on behalf of the Developer, directly to the bank (or, at the City's option, to a title company to facilitate the closing of the Loan) currently holding a first mortgage on the Property in order to cause a release of that mortgage.

6.2 Mortgage. As security for Developer's obligations pursuant to the Note, Developer agrees to grant City a first priority mortgage (the "**Mortgage**") on the Property in substantially the form set forth on **Exhibit H** hereto concurrent with the City's release of the Loan proceeds. Developer agrees to pay all costs associated with closing of the Loan, including the costs of recording the Mortgage with the Lyon County Register of Deeds.

6.3 Lot Sales; Partial Releases of Mortgage; Escrow of Proceeds; Maximum Lot Price.

(a) The Developer has the right to sell portions of the Property (“**Lot(s)**”) in the ordinary course of the development of the Development Project. In order to facilitate Lot sales, the Developer may request that the City execute a partial release of the Mortgage with respect to the Lot to be sold. The City Manager in his/her discretion, or the City Manager’s designee, may execute a partial release of the Mortgage subject to the Developer’s compliance with this **Section 6.3**. Additionally, the City Manager, or the City Manager’s designee, will execute a partial release of the Mortgage subject to the Developer’s compliance with this **Section 6.3**, upon receipt of documentation from the Developer of a firm purchase offer from an identified builder. After the City has released the Mortgage on a particular Lot, a Certificate of Occupancy for a house must be obtained within 18 months, provided that the City Manager in his/her discretion, or the City Manager’s designee, may grant one extension for an additional 18 months upon request.

(b) As further security for Developer’s obligations pursuant to this **Article VI**, Developer agrees to deposit with the City all proceeds from Lot sales (“**Lot Sale Proceeds**”). Upon Developer’s payment in full of all amounts required by the Note and Mortgage and the City’s release of the Mortgage, the requirements of this **Section 6.3(b)** will end and any remaining Lot Sale Proceeds held by the City will be released to the Developer. Until then, Lot Sale Proceeds in possession of the City will be released as follows (subject to the City’s right to retain Lot Sale Proceeds pursuant to **Section 4.2**):

<u>Developer Obligation</u>	<u>Deadline</u>	<u>Release of Lot Sale Proceeds then Held by City</u>
Obtain certificate of occupancy for a minimum 10 houses	18 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer
Obtain certificate of occupancy for a minimum 20 houses	30 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer
Obtain certificate of occupancy for a minimum 30 houses	42 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer
Obtain certificate of occupancy for a minimum 40 houses	54 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer
Obtain certificate of occupancy for a minimum 50 houses	66 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer
Obtain certificate of occupancy for a minimum 55 houses	72 months following substantial completion of City Infrastructure Improvements	65% applied to debt service on or prepayment of the Loan or any shortfall in RHID Funds necessary to pay City costs 35% released to the Developer

Any Lot Sale Proceeds remaining with the City after a certificate of occupancy has been obtained for 55 houses will be first applied to unpaid principal and/or interest on the Loan, and upon full satisfaction of the Loan any excess Lot Sale Proceeds will be released to the Developer.

(c) The Developer will appoint a Development Coordinator to be approved by the City Manager. The Development Coordinator's responsibilities will include marketing, lot sale coordination, and interaction with the City.

ARTICLE VII GENERAL PROVISIONS

7.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, (i) the City may terminate this Agreement if bids received for construction of the City Infrastructure Improvements are greater than the engineering estimates that have been prepared and submitted to the City as of the Effective Date, and (ii) City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach.

7.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from Developer of such default or breach.

7.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Development Project without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Development Project, and will be released from such liability hereunder only upon Substantial Completion of the Development Project.

7.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 60 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 7.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City, its Governing Body members, officers, employees, agents or independent contractors ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement. For purposes of this **Section 7.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from Excess RHID Funds actually received by the City as a result of the creation of the District.

(c) Notwithstanding any other provision of this Agreement, if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach, the City may deem Developer's Eligible Expenses to be \$0 and continue to collect and utilize RHID Funds until all City Infrastructure Bonds have been paid in full, after which the City may terminate this Agreement and repeal the Ordinance establishing the District.

7.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay); pandemics, or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

- (a) In the case of Developer, to:

Ignite Emporia, LLC
Attention: Operating Manager
719 Commercial Street
Emporia, Kansas 66801

- (b) In the case of City, to:

City of Emporia, Kansas
Attention: City Manager
104 East 5th Street
Emporia, Kansas 66801

With a copy to:

City of Emporia, Kansas
Attention: City Attorney
104 East 5th Street
Emporia, Kansas 66801

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 7.6**.

7.7 Conflicts of Interest.

(a) No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for Kretsinger Development, will participate in the making of any contract with any person or business by which the officer or employee is employed or in whose business the officer or employee has a substantial interest. Any person having such substantial interests will immediately, upon knowledge of such possible conflict, disclose to the Governing Body the nature of such interest and will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of the project at any time during or after such person's tenure.

7.8 Insurance; Damage or Destruction.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on Completed Value Basis, in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Commercial general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's

contractor's policy, with limits against bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00) per occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage, including employer's liability of not less than One Million Dollars (\$1,000,000).

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The Developer will give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured and/or loss payee. Developer will deliver to City evidence of all insurance to be maintained hereunder, prior to the City signing the Agreement.

7.9 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

7.10 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

7.11 Entire Agreement; Amendment. The Parties agree that this Agreement and the Development Plan, collectively constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties. The parties further acknowledge that this Agreement and the Development contemplated herein is compliant with all requirements set forth in the December 12, 2022 Housing Development and Reinvestment Housing Incentive District Policy ("RHID Policy"), with any additional or conflicting requirements included in the Policy being deemed complied with or otherwise waived.

7.12 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

7.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

7.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same

attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

7.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 7.16** will, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws,

regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

7.17 Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

7.18 Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

7.19 No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

7.20 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the latest of: (i) the date all Eligible Costs have been reimbursed with RHID Funds, subject to the requirements and limitations set forth in this Agreement; or (ii) 25 years after the date of the RHID Ordinance.

7.21 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF EMPORIA, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on _____, 2023, by Susan Brinkman, Mayor, and Kerry Sull, Clerk, of the City of Emporia, Kansas, a Kansas municipal corporation.

Notary Public

(SEAL)

Typed or Printed Name of Notary Public

My Appointment Expires:

IGNITE EMPORIA, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on _____, 2023, by _____,
the _____ of Ignite Emporia, LLC, a Kansas limited liability company, on behalf of said limited
liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Kretsinger Development
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Project Milestones
Exhibit G	Form of Promissory Note
Exhibit H	Form of Mortgage

EXHIBIT A

PROPERTY DESCRIPTION KRETSINGER REINVESTMENT HOUSING INCENTIVE DISTRICT

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

[illegible]

EXHIBIT C

ELIGIBLE COSTS FOR KRETSINGER REINVESTMENT HOUSING INCENTIVE DISTRICT

<u>Category</u>	<u>Estimated Developer Amount</u>	<u>Estimated City Amount</u>
Land Acquisition ¹	\$215,350	
Public Infrastructure ²	0	\$3,141,801
Private Infrastructure and Utilities ³	100,000	0
Engineering Design	0	252,800
Surveying and Platting	60,000	0
Construction Engineering Services	0	215,000
Contingency/Misc.	<u>25,000</u>	<u>175,090</u>
Total	\$400,350	\$3,784,691

¹ Subject to verification as set forth in **Section 5.2** of the Agreement

² Including sanitary sewer, storm water, and streets; interest payable on City Infrastructure Bonds not estimated but will be payable using RHID Funds

³ Including gas, electric, and telecommunications

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Ignite Emporia, LLC (the “Developer”), pursuant to **Section 4.3** of the Development Agreement dated as of [_____] (the “Development Agreement”) by and between the City of Emporia, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Developer Infrastructure Improvements are sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20____

IGNITE EMPORIA, LLC

By: _____
Name: _____
Title: _____

**ACCEPTED:
CITY OF EMPORIA, KANSAS**

By: _____
City Manager

Date: _____

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Emporia, Kansas
Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Ignite Emporia, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Kretsinger Development project (the “Fund”) and set forth in the Development Agreement between the City of Emporia, Kansas and the Developer for the Kretsinger Reinvestment Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

I further certify that the Developer is not in default of any provisions of the Agreement, including but not limited to the compliance with the Required Housing Standards.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents. Developer acknowledges that any reimbursements will be made in accordance with the Agreement.

Dated: _____, 20____

IGNITE EMPORIA, LLC

By: _____
Name: _____
Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$_____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

EXHIBIT F

PROJECT MILESTONES

<u>Date</u>	<u>Obligation</u>
30 days after all infrastructure permits approved	Building permit applications submitted to City
18 months after substantial completion of City Infrastructure Improvements	Completion of at least 5 single family homes available for sale
30 months after substantial completion of City Infrastructure Improvements	Completion of at least 10 single family homes available for sale
42 months after substantial completion of City Infrastructure Improvements	Completion of at least 15 single family homes available for sale
54 months after substantial completion of City Infrastructure Improvements	Completion of at least 20 single family homes available for sale
66 months after substantial completion of City Infrastructure Improvements	Completion of at least 25 single family homes available for sale
78 months after substantial completion of City Infrastructure Improvements	Completion of at least 30 single family homes available for sale
90 months after substantial completion of City Infrastructure Improvements	Completion of at least 35 single family homes available for sale
102 months after substantial completion of City Infrastructure Improvements	Completion of at least 40 single family homes available for sale
114 months after substantial completion of City Infrastructure Improvements	Completion of at least 45 single family homes available for sale
126 months after substantial completion of City Infrastructure Improvements	Completion of at least 50 single family homes available for sale
138 months after substantial completion of City Infrastructure Improvements	Completion of at least 55 single family homes available for sale

EXHIBIT G
FORM OF PROMISSORY NOTE

EXHIBIT H
FORM OF MORTGAGE



Commission Action Report

Resolution No. 3704 Establishing a Public Hearing
for Reinvestment Housing Incentive District on West 6th Avenue

Title: Resolution No. 3704 Establishing a Public Hearing
for Reinvestment Housing Incentive District on West 6th Avenue

Agenda Date: September 6, 2023

Presented By: Tayler Wash, Director of Special Projects

Background:

The Public Hearing is a requirement of the RHID statutes. On July 27, 2022, the KDOC certified the eligibility of this area as a potential RHID district. Notices of this hearing shall be published in the official newspaper and a copy of the Resolution will be sent to two additional taxing entities Lyon County and USD 253 asking them to review and comment.

This proposed development is the community's first proposed RHID utilizing the 2023 amendments passed by the legislature. This qualifies under the infill provisions of the revised RHID program.

Discussion:

West 6th Addition is a proposed subdivision on West 6th Avenue. The plat/PUD and plan will be presented to the planning commission in October. The present development plan includes 24 single-family lots with private water and sewer lines being installed by the developer.

Financial Considerations:

The present plan does not include any expenditure of city funds to serve the 24 units. Existing sewer and water mainlines plus 6th Avenue are the public infrastructure components which will serve the development.

Other Considerations:

The information contained in this summary may be modified by actions of the Planning Commission. The hearing notice, as well as authorization of the district if the Commission chooses to do so, will not be voided by minor amendments to the existing Development Plan as presented.

Recommended Action:

Approve Resolution No. 3704 Establishing a Public Hearing for Reinvestment Housing Incentive District on West 6th Avenue for the date of October 18, 2023.

Attachments:

Resolution No. 3704
West 6th Development Plan and attachments.

RESOLUTION NO. 3704

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT, ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (*West 6th Addition*)

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") located in a county with a population of less than 85,000 to designate Reinvestment Housing Incentive Districts within such city; and

WHEREAS, the City of Emporia, Kansas (the "City") has an estimated population of approximately 24,560, is in Lyon County, Kansas (the "County"), which has an estimated population of approximately 33,690, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August, 2021 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3674 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated, July 27, 2022 authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245.
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefore, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by calling of a public hearing on such matters.

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

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a Reinvestment Housing Incentive District. The district is proposed to be formed within the boundaries of the real estate legally described in **Exhibit A** attached hereto, and shown on the map depicting the existing parcels of land attached hereto as **Exhibit B**. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately is shown the Development Plan itself

Section 2. Proposed Plan. The Governing Body hereby further declares an intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, are as described herein:

Housing Facilities- The housing facilities will be composed of 18 single-family homes.

Public Facilities- Public improvements will include the construction of infrastructure, streets, water, sewer improvements located within the boundaries of the district, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on October 18, 2023 in the City Commission Meeting Room of the Civic Auditorium, 515 Mechanic St., Emporia, Kansas; the public hearing is to commence at 11:00 AM. or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such a public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of the Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions.

- a. A certified copy of this resolution shall be delivered to:
 - (i) The Board of County Commissioners of Lyon County, Kansas.
 - (ii) The Board of Education of U.S.D. No. 253; and
 - (iii) The Emporia/Lyon County Metropolitan Area Planning Commission
- b. This Resolution, specifically including **Exhibits A and B** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on September 6, 2023.

Susan Brinkman, Mayor

Kerry Sull, City Clerk

DEVELOPMENT PLAN

FOR THE

WEST 6TH ADDITION

IN THE REINVESTMENT HOUSING INCENTIVE DISTRICT

OF THE CITY OF EMPORIA, KANSAS

August, 2023

INTRODUCTION

On July 6, 2022 the governing body of the City of Emporia, Kansas (the City) adopted a resolution that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption Resolution 3674, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On July 27, 2022, the Secretary of Commerce provided written confirmation, approving, the establishment of the Industrial Heights Reinvestment Housing Incentive District

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Reinvestment Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within Emporia, the City proposes this Development Plan to assist in the development of quality housing within the City.

1. The legal description of the West 6th Addition Reinvestment Housing Incentive District is attached as ***Exhibit A*** to this document.
A map of the District is attached as ***Exhibit B*** to this document.
2. **The assessed valuation is \$23,092.** This includes the existing home and several small outbuildings classified as agricultural buildings by the county. The ad valorem taxes for 2022 are \$3,678.96

3. The name and address of the owner of record for the real estate within the District is Mid Kansas Properties, PO Box 924, Emporia, Kansas 66801-0924
4. The housing and public facilities project that are proposed to be constructed in the District include the following:

Housing Facilities

The housing facilities will be composed of 24 single-family homes.

Public Facilities

The city water and sewer utility lines will be installed and paid for by the developer. Once accepted by the City they will become city utility lines, excluding the individual service lines.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Real Property Owner:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
----------------------	---

Developer:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
------------	---

Individuals with Specific Interest:	Brady Sauder 3704 Crossgate Circle Manhattan, KS 66503
-------------------------------------	--

T.J. Sauder
4610 Aminda
Shawnee, KS 66226

Jamie A. Sauder
2704 Twin Lakes Dr.
Emporia, KS 66801

Steve Sauder
1966 Morningside Dr.
Emporia, KS 66801

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District. The is to be privately financed through ESB Financial, Emporia, Kansas.

7. The City did not conduct a comprehensive analysis of the financial feasibility to determine whether the public benefits derived from the District will exceed the costs and that the income from the District would be sufficient to pay for the public improvements to be undertaken in the District. Since the infrastructure is in place and the water and sewer lines to be constructed will be installed by the developer no city funds will be utilized. Therefore, sufficient funds will be available to retire the Developers cost of on-site infrastructure.

Exhibit A

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12 RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4, ALL IN THE SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

ALSO:

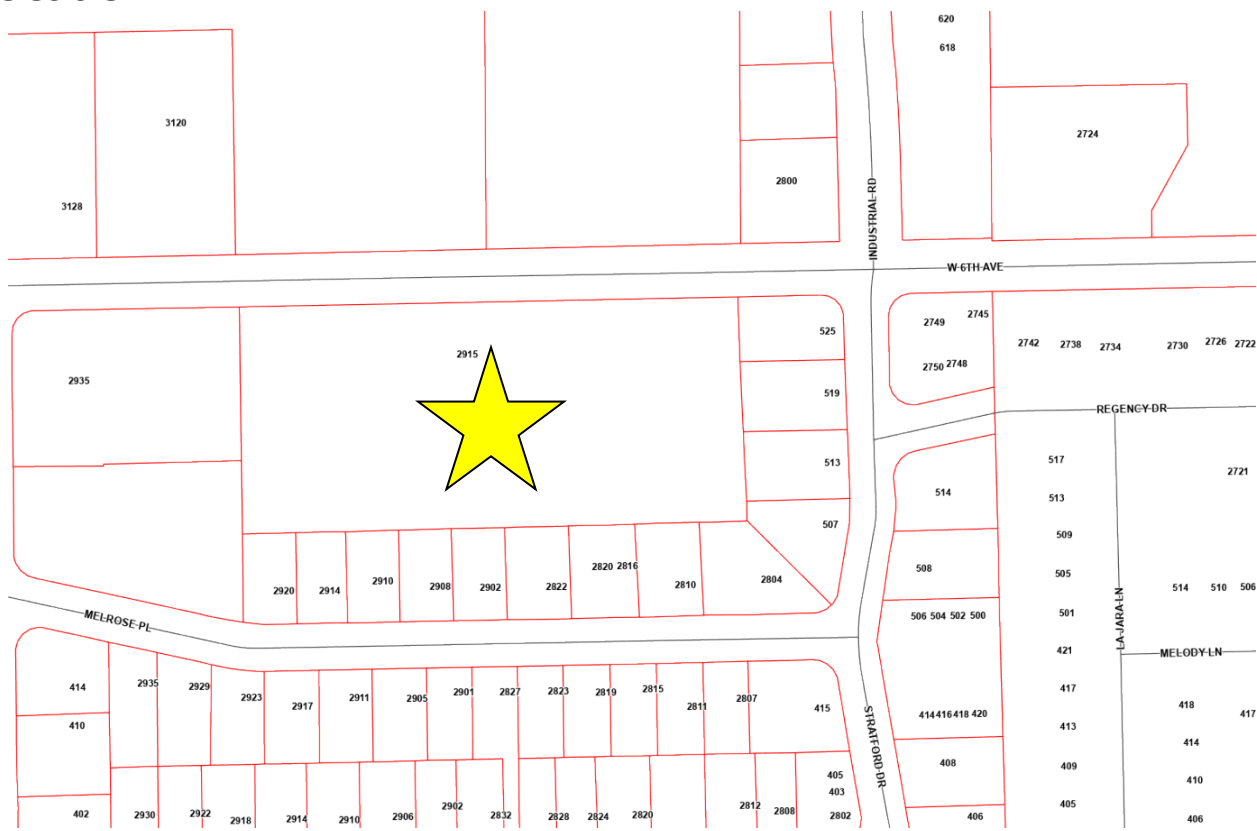
8 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of record.

 6th Avenue L.P. hv

Exhibit B

Location





Commission Action Report

Ordinance 23-26 Authorizing and Levying a Transient Guest Tax

Title: Ordinance 23-26 Authorizing and Levying a Transient Guest Tax

Agenda Date: September 6, 2023

Presented By: Christina Montgomery, City Attorney

Background:

Kansas Law authorizes cities to implement a transient guest tax on gross receipts derived from or paid by a transient guest for sleeping accommodations to provide revenue to promote tourism and conventions. Kansas Statutes relating to transient guest tax are not uniform to all cities, and the City of Emporia has exempted itself and provided substitute provisions through Charter Ordinance No. 43. The City of Emporia's current Transient Guest Tax rate of 7% was authorized by Ordinance No. 16-42 in November of 2016.

Discussion:

Ordinance 23-26 authorizes an increase in the Transient Guest Tax rate to 8%. A portion of tax equaling at least one-half of one percent shall be used to help defray the City's tourism and convention-related expenses.

Financial considerations:

The City will pay the cost of publication of this ordinance in the official city newspaper.

Recommended action:

Approve Ordinance 23-26 Authorizing and Levying a Transient Guest Tax

Attachments:

Ordinance 23-26 Authorizing and Levying a Transient Guest Tax

ORDINANCE NO. 23-26

AN ORDINANCE AUTHORIZING AND LEVYING A TRANSIENT GUEST TAX AND REPEALING ORDINANCE NO. 16-42 OF THE ORDINANCES OF THE CITY OF EMPORIA, KANSAS.

WHEREAS, the Governing Body of the City of Emporia, Kansas has determined that it would be in the best interests of the City of Emporia to promote conventions and tourism in the City; and

WHEREAS, the Governing Body is empowered to levy a transient guest tax to provide revenues to aid in such promotion;

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

SECTION 1. The City of Emporia is authorized and does hereby levy a transient guest tax of the rate of eight percent (8%) upon the gross rental receipts derived and collected by any business from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court. A portion of that tax equaling at least one-half (1/2) of one percent (1%) of aforementioned gross rental receipts shall be used to help defray the City's tourism and convention related expenses.

SECTION 2. Ordinance No. 16-42 of the City of Emporia, Kansas is hereby repealed.

SECTION 3. This Ordinance shall take effect and be in full force and effect on January 1, 2024 after its passage by the Governing Body and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 6th day of September 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Award Mechanic Street Reconstruction
(600 & 700 Block) Project No. PK2101

Title: Award Mechanic Street Reconstruction
(600 & 700 Block) Project No. PK2101

Agenda Date: September 6, 2023

Presented By: James Ubert, City Engineer

Background:

In addition to the parking provided, the 600 and 700 block of Mechanic Street parking lots serve as a community hub for large events Emporia hosts throughout the year. Both lots are in need of reconstruction due to the age and deterioration of the concrete. With the reconstruction, additional ADA-accessible parking spots will be added.

Discussion:

At 2:00 p.m. on Tuesday, August 29, 2023, the City Engineer's Office publicly opened bids for the Mechanic Street Parking Lot Reconstruction (600 & 700 Block) Project No. PK2101. The Engineering office received four (4) bids for this project. The following are the totals for the bids received and the Engineer's Estimate:

Contractor	Base Bid	Add Alternate No. 1 Bid	Add Alternate No. 2 Bid	Total Bid
Bruce Davis Construction LLC	\$ 807,999.85	\$17,103.80	\$12,663.30	\$ 837,766.95
Vogts Parga Construction	\$ 859,818.15	\$22,065.10	\$18,337.90	\$ 900,221.15
Coffman Construction	\$ 928,542.20	\$9,853.20	\$6,929.90	\$ 945,325.30
Burlington Construction	\$1,001,483.84	\$9,270.00	\$5,426.00	\$1,016,179.84
Engineer's Estimate	\$ 723,516.00	\$18,680.00	\$11,878.00	\$ 754,074.00

Financial considerations:

Funding will be provided by the Multi-Year Fund.

Recommended action:

The staff recommends awarding Bruce Davis Construction for the base bid only in the amount of \$807,999.85.

Attachments:

The bid tabulation is attached,

CITY OF EMPORIA, KS BID TABULATION FOR MECHANIC STREET PARKING LOT RECONSTRUCTION (600 & 700 BLOCK) PROJECT NO. PK2101												
Location: City of Emporia Engineering Department Bids Opened: 2:00 pm, August 29th, 2023												
			BRUCE DAVIS CONSTRUCTION		VOGTS-PARGA CONSTRUCTION		COFFMAN CONSTRUCTION		BURLINGTON CONSTRUCTION		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$39,775.00	\$39,775.00	\$87,500.00	\$87,500.00	\$58,000.00	\$58,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00
1	L.S.	Contractor Construction Staking	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00
1	L.S.	Tree Removal	\$2,500.00	\$2,500.00	\$1,530.00	\$1,530.00	\$3,100.00	\$3,100.00	\$3,600.00	\$3,600.00	\$1,500.00	\$1,500.00
549	C.Y.	Common Excavation	\$25.00	\$13,725.00	\$37.75	\$20,724.75	\$14.00	\$7,686.00	\$84.00	\$46,116.00	\$12.50	\$6,862.50
348	C.Y.	Compaction of Earthwork (Type B) (MR-90)	\$10.00	\$3,480.00	\$10.00	\$3,480.00	\$25.00	\$8,700.00	\$16.80	\$5,846.40	\$5.00	\$1,740.00
3,908	S.Y.	Pavement Removal	\$27.50	\$107,470.00	\$9.05	\$35,367.40	\$20.25	\$79,137.00	\$18.00	\$70,344.00	\$15.00	\$58,620.00
1	MGAL	Water (Grading) (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
1	MGAL	Water (Aggregate Base) (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
3,538	S.Y.	Combined Material (AB-3)	\$17.50	\$61,915.00	\$15.35	\$54,308.30	\$8.15	\$28,834.70	\$17.28	\$61,136.64	\$8.00	\$28,304.00
40	C.Y.	Flowable Fill	\$200.00	\$8,000.00	\$178.50	\$7,140.00	\$175.00	\$7,000.00	\$144.00	\$5,760.00	\$180.00	\$7,200.00
3	Ea.	Manhole Special (5' x 5' Area Grate)	\$7,950.00	\$23,850.00	\$7,960.00	\$23,880.00	\$7,000.00	\$21,000.00	\$7,872.00	\$23,616.00	\$5,500.00	\$16,500.00
1	Ea.	Concrete Gutter Inlet (3' x 2')	\$6,500.00	\$6,500.00	\$7,270.00	\$7,270.00	\$5,700.00	\$5,700.00	\$7,644.00	\$7,644.00	\$3,500.00	\$3,500.00
233	L.F.	Storm Sewer Pipe (15" HDPE)	\$65.00	\$15,145.00	\$95.00	\$22,135.00	\$60.00	\$13,980.00	\$87.60	\$20,410.80	\$35.00	\$8,155.00
40	L.F.	Storm Sewer Pipe (18" HDPE)	\$85.00	\$3,400.00	\$128.00	\$5,120.00	\$125.00	\$5,000.00	\$175.20	\$7,008.00	\$40.00	\$1,600.00
1	Ea.	Storm Sewer Inlet (Type 22 Curb) (Precast)	\$6,250.00	\$6,250.00	\$6,625.00	\$6,625.00	\$7,400.00	\$7,400.00	\$8,100.00	\$8,100.00	\$4,500.00	\$4,500.00
3	Ea.	Storm Sewer Manhole Adjustments	\$950.00	\$2,850.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$600.00	\$1,800.00	\$750.00	\$2,250.00
2.5	S.Y.	2' Brick Strip (Remove & Replace)	\$1,250.00	\$3,125.00	\$800.00	\$2,000.00	\$750.00	\$1,875.00	\$100.00	\$250.00	\$110.00	\$275.00
1,150	L.F.	Curb and Gutter (2' - 6" Combined) (AE) (Remove & Replace)	\$37.00	\$42,550.00	\$48.00	\$55,200.00	\$65.00	\$74,750.00	\$65.00	\$74,750.00	\$42.00	\$48,300.00
56	L.F.	Edge Curb (6") (AE)	\$35.00	\$1,960.00	\$20.00	\$1,120.00	\$45.00	\$2,520.00	\$45.00	\$2,520.00	\$36.00	\$2,016.00
1,724	L.F.	Curb and Gutter (2' - 6" Combined) (AE)	\$30.00	\$51,720.00	\$38.70	\$66,718.80	\$42.00	\$72,408.00	\$36.00	\$62,064.00	\$22.00	\$37,928.00
771	S.Y.	Concrete Pavement (6" Reinforced) (AE) (Remove & Replace)	\$84.00	\$64,764.00	\$96.50	\$74,401.50	\$110.00	\$84,810.00	\$120.00	\$92,520.00	\$76.00	\$58,596.00
3,034	S.Y.	Concrete Pavement (6" Reinforced) (AE)	\$55.00	\$166,870.00	\$65.60	\$199,030.40	\$76.50	\$232,101.00	\$68.00	\$206,312.00	\$65.00	\$197,210.00
820	S.Y.	Concrete Pavement (8" Reinforced) (AE) (Remove & Replace)	\$99.00	\$81,180.00	\$114.00	\$93,480.00	\$140.00	\$114,800.00	\$118.50	\$97,170.00	\$110.00	\$90,200.00
334	S.Y.	Concrete Breezeway (4" Plain) (AE) (Remove & Replace)	\$86.00	\$28,724.00	\$72.00	\$24,048.00	\$103.50	\$34,569.00	\$114.50	\$38,243.00	\$74.00	\$24,716.00
200	S.Y.	Sidewalk Construction (4" Plain) (AE) (Remove & Replace)	\$75.00	\$15,000.00	\$108.00	\$21,600.00	\$83.25	\$16,650.00	\$99.00	\$19,800.00	\$68.00	\$13,600.00
7	S.Y.	Sidewalk Construction (4" Plain) (AE)	\$225.00	\$1,575.00	\$150.00	\$1,050.00	\$67.50	\$472.50	\$63.00	\$441.00	\$42.00	\$294.00
18	S.Y.	Sidewalk Ramp (No Panels)	\$88.00	\$1,584.00	\$150.00	\$2,700.00	\$250.00	\$4,500.00	\$100.00	\$1,800.00	\$270.00	\$4,860.00
6	S.Y.	Sidewalk Ramp (5' Panel) (Remove & Replace)	\$230.00	\$1,380.00	\$300.00	\$1,800.00	\$325.00	\$1,950.00	\$300.00	\$1,800.00	\$270.00	\$1,620.00
221	L.F.	Conduit (1" PVC)	\$27.85	\$6,154.85	\$30.00	\$6,630.00	\$25.00	\$5,525.00	\$30.00	\$6,630.00	\$40.00	\$8,840.00
229	L.F.	Conduit (1" PVC) (Directional Bore)	\$44.50	\$10,190.50	\$30.00	\$6,870.00	\$25.00	\$5,725.00	\$13.00	\$2,977.00	\$4.50	\$1,030.50

CITY OF EMPORIA, KS BID TABULATION FOR MECHANIC STREET PARKING LOT RECONSTRUCTION (600 & 700 BLOCK) PROJECT NO. PK2101												
Location: City of Emporia Engineering Department Bids Opened: 2:00 pm, August 29th, 2023												
			BRUCE DAVIS CONSTRUCTION		VOGTS-PARGA CONSTRUCTION		COFFMAN CONSTRUCTION		BURLINGTON CONSTRUCTION		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
48	L.F.	Conduit (4" Schedule 80)	\$118.55	\$5,690.40	\$58.00	\$2,784.00	\$28.00	\$1,344.00	\$40.00	\$1,920.00	\$28.00	\$1,344.00
1	L.S.	Removal of Exisiting Parking Lot Lights (Salvage to City/Everyy)	\$7,667.10	\$7,667.10	\$3,600.00	\$3,600.00	\$2,100.00	\$2,100.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00
100	L.F.	Temporary Slope Barrier (Silt Fence)	\$8.00	\$800.00	\$10.00	\$1,000.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00	\$4.50	\$450.00
4	Ea.	Inlet Sediment Barrier (Set Price)	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00	\$150.00	\$600.00
1	C.Y.	Sediment Removal (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
1	L.S.	Traffic Control	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
4	Ea.	Fold-Down Safety Bollards (36" Tall)	\$1,875.00	\$7,500.00	\$750.00	\$3,000.00	\$400.00	\$1,600.00	\$300.00	\$1,200.00	\$500.00	\$2,000.00
TOTAL AMOUNT OF BASE BID:			\$807,999.85		\$859,818.15		\$928,542.20		\$1,001,483.84		\$723,516.00	
ADD ALTERNATE NO. 1 (Pavement Marking 600 Block)												
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1,351	L.F.	Pavement Marking (Epoxy) (White) (4")	\$6.00	\$8,106.00	\$8.30	\$11,213.30	\$2.30	\$3,107.30	\$2.00	\$2,702.00	\$6.00	\$8,106.00
582	L.F.	Pavement Marking (Epoxy) (Yellow) (4")	\$5.90	\$3,433.80	\$8.30	\$4,830.60	\$2.30	\$1,338.60	\$2.00	\$1,164.00	\$6.00	\$3,492.00
1,452	L.F.	Pavement Marking (Removal)	\$0.75	\$1,089.00	\$0.60	\$871.20	\$1.15	\$1,669.80	\$2.00	\$2,904.00	\$3.50	\$5,082.00
5	Ea.	Pavement Marking Symbol (Int. Grade) (ADA Chair)	\$395.00	\$1,975.00	\$390.00	\$1,950.00	\$345.00	\$1,725.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00
5	Ea.	ADA Parking Signs and Post	\$500.00	\$2,500.00	\$640.00	\$3,200.00	\$402.50	\$2,012.50	\$200.00	\$1,000.00	\$150.00	\$750.00
TOTAL AMOUNT OF ADD ALTERNATE NO. 1 BID:			\$17,103.80		\$22,065.10		\$9,853.20		\$9,270.00		\$18,680.00	
ADD ALTERNATE NO. 2 (Pavement Marking 700 Block)												
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1,566	L.F.	Pavement Marking (Epoxy) (White) (4")	\$6.00	\$9,396.00	\$8.30	\$12,997.80	\$2.30	\$3,601.80	\$2.00	\$3,132.00	\$6.00	\$9,396.00
147	L.F.	Pavement Marking (Epoxy) (Yellow) (4")	\$5.90	\$867.30	\$8.30	\$1,220.10	\$2.30	\$338.10	\$2.00	\$294.00	\$6.00	\$882.00
4	Ea.	Pavement Marking Symbol (Int. Grade) (ADA Chair)	\$100.00	\$400.00	\$390.00	\$1,560.00	\$345.00	\$1,380.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00
4	Ea.	ADA Parking Signs and Post	\$500.00	\$2,000.00	\$640.00	\$2,560.00	\$402.50	\$1,610.00	\$200.00	\$800.00	\$150.00	\$600.00
TOTAL AMOUNT OF ADD ALTERNATE NO. 2 BID:			\$12,663.30		\$18,337.90		\$6,929.90		\$5,426.00		\$11,878.00	
TOTAL AMOUNT OF BASE BID & ADD ALTERNATE NO. 1 & 2 BIDS:			\$837,766.95		\$900,221.15		\$945,325.30		\$1,016,179.84		\$754,074.00	

Denotes Math Correction**



Commission Action Report

Selection of Construction Manager at Risk for the Fire Station Projects

Title: Selection of Construction Manager at Risk for the Fire Station Projects

Agenda Date: September 6, 2023

Presented By: Brandon Beck, Fire Chief

Background:

Proposals for Construction Manager at Risk for the Fire Station Projects were due on July 24, 2023. The City of Emporia received six proposals for the project. The proposal review committee of Trey Cocking, Mark Detter, Brandon Beck, Jesse Taylor, Kevin Hanlin, Jim Ubert, and Kile Morrison reviewed the proposals and met to develop the shortlist on August 8, 2023. The committee recommended the following firms be included on the shortlist: Crossland Construction Co. Inc. (Wichita, KS), Loyd Builders, Inc. (Ottawa, KS), and McGown Gordon Construction (Manhattan, KS). The three finalists were notified, and in-person presentations and interviews were completed on August 30, 2023. Participating in the interviews for the City were Becky Smith, Trey Cocking, Mark Detter, Tayler Wash, Brandon Beck, Jesse Taylor, Jim Ubert, Kevin Hanlin, and Kile Morrison. After hearing all three proposals, the committee is recommending moving forward with entering negotiations with Crossland Construction Co. Inc. to develop a contract for services for the Construction Manager at Risk for the Fire Station Projects.

Discussion:

The next step is for City Staff to enter negotiations to develop a contract for services with Crossland Construction Co. Inc.

Financial considerations:

This project will be paid utilizing the current bonding authority out of the Bond and Interest Fund based on the current mill levy.

Recommended action:

Authorize City Staff to enter negotiations with Crossland Construction Co. Inc. for a contract for services for the Fire Station Projects.

Attachments:

Fee Proposals

Bid Tabulation

Request for Qualifications from Loyd Builders; Cross; Crossland Construction Company, Inc.; and McCown Gordon Construction

CMAR Bid Tabulation

Contractor	Crossland Construction, Co., Inc	McCown Gordon Construction	Loyd Builders, Inc.
Preconstruction Services	0%	\$5,000	\$14,500
CMAR Fee	3.00% (\$300,000 for \$10M Project)	2.5% (\$250,000 for \$10M Project)	4.5% (\$450,000 for \$10M Project)
General Condition Fee	\$20,677.33 per month (\$372,192 for 14 months New FS#1 & 4 months Renovation FS#2)	\$37,024 per month (\$481,312 for 13 months)	\$26,240 per month (\$341,120 for 13 months)
Project Requirements	\$40,960		
Self-Preform Fee		2.5%	
Insurance			0.40%
Builder's Risk			0.15%
Bonds			0.60%
Total Costs	\$713,152.00	\$736,312.00	\$805,620.00

August 30, 2023

Chief Brandon Beck
120 East 5th Avenue
Emporia, KS 66801

3017 N. Cypress Drive

Wichita, KS 67226

tel 316.942.9090

Re: RFQ for CMAR New Fire Station and Existing

As requested, please see the following submittal for Fee's and GC's

Preconstruction Fee Base on \$10,000,000 Total Project Cost

Preconstruction FEE 0.00 %

CMAR Fee Base on \$10,000,000 Total Project Cost

CMAR FEE 3.00 %

General Conditions Based on a 14month New Fire Station #1 and a 4 month Renovation of Fires Station #2

Staffing - \$372,192

Includes the following; Full time onsite Project Superintendent, Project Manager, Assistant Project Manager, Assistant Superintendent, Preconstruction Manager, Fire Station Specialist, Director of Preconstruction, Area Superintendent, Community Relations, Safety Director, QC Director, Scheduling Director.

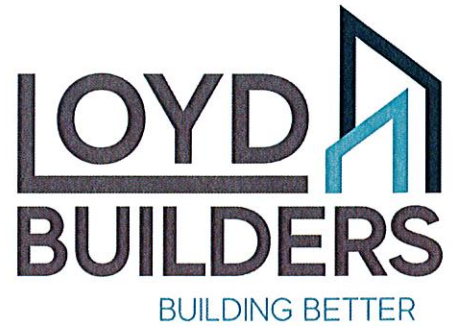
Project Requirements - \$40,960

Includes the following; Site Trailer and supplies, Travel/fuel/vehicle cost, Phone/postage/misc supplies

Sincerely,



DJ McClenny
Vice President – Wichita
djmccclenny@crossland.com
620-210-0282 cell



August 30, 2023

Ms. Kerry Sull
City Clerk
City of Emporia, Kansas
104 E 5th Ave
Emporia, KS 66801

RE: Emporia, Kansas Fire Department
Construction Manager at Risk Fees

Dear Kerry:

We are pleased to offer the following fees as requested. In addition, we have included a responsibility matrix listing activities and where they have been allocated in the fee proposal.

Preconstruction Services (based on 6-month duration) – \$14,500

General Conditions (shown as a fixed monthly cost) – \$26,240 per month

Expenses as a percentage of the cost of the work:

Insurance – 0.40%

Builders Risk insurance – 0.15%

Bonds – 0.60%

CM Fee – 4.50%

We appreciate the opportunity to work with you and would be happy to answer any questions you may have.

Sincerely,

A handwritten signature in black ink that reads 'Josh Walker'. The signature is fluid and cursive, with the first name 'Josh' and last name 'Walker' clearly distinguishable.

Josh Walker
President
Loyd Builders, Inc.

Enclosure

Cc: File

General Conditions Expenses Matrix

No. Description	Pre-Con Services (Fixed)	%-based Costs	Fixed Monthly Costs	Cost of Work	Owner
Office Expense					
CM Field Office, all			x		
Office Supplies	x		x		
Project Management Personnel	x		x		
Field Office Equipment & Maintenance			x		
Construction Equipment & Tools				x	
CM Field Office Temporary Utilities				x	
Courier, Postage & Expressage	x			x	
Plans & Specifications as needed for project				x	
Scheduling Expenses			x		
Construction Photos & Supplies			x		
Employee Moving Expenses			x		
Job Travel	x		x		
Job Meetings	x		x		
Partnering Sessions	x				
Record Drawings				x	
Competitive Bidding Costs	x			x	
Project Management Software				x	
Temporary Utilities					
Temporary Gas				x	
Temporary Water				x	
Temporary Electric				x	
Temporary Toilets				x	
Connection to existing building utilities				x	
Temporary On-site Construction Facilities & Services				x	
Clean Up & Dumpsters				x	
Recycling management & Dumpsters				x	
Testing, Inspection & Quality Control					
Testing Laboratory Services					x
Soils Testing & Inspection					x
Concrete Testing & Inspections					x
Taxes/Insurance/Fees					
Building Permits				x	
Special Permits, Licenses, Fees				x	
Utility Connection Permits				x	
Operational Permits				x	
Easements				x	
Plan Check Fees				x	
Impact Fees				x	
Worker's Comp Insurance - Preconstruction Phase	x				
Worker's Comp Insurance - Construction Phase, for CM fee-related services			x		
Worker's Compensation Insurance - Construction Phase, for construction labor				x	
Builder's Risk Insurance		x			
Insurance Deductible		x			
Liability Insurance		x			
Performance & Payment Bonds		x			
Construction Management Labor					
Payroll Tax Fringes			x		
Pre-construction Management Labor	x				
Const. Management Labor			x		
Safety Officer (Office)			x		
Safety Officer (Field)			x		
General Conditions Labor				x	
Coordination with Owner's separate Contractors & Consultants			x		
Fees					
CM Fees		x			

General Conditions Expenses Matrix

No. Description	Pre-Con Services (Fixed)	%-based Costs	Fixed Monthly Costs	Cost of Work	Owner
Site Layout					
Layout Crew				x	
Engineering Equipment				x	
Engineering Supplies				x	
Layout/Batterboards				x	
Licensed Survey Layout				x	
Site Surveys & Soils Reports					x
Permanent Construction					
Trade Contract Cost				x	
Self-Perform Labor & Materials				x	
Materials Incorporated into the Work				x	
Commissioning				x	
Owner Training				x	
Corrective Work				x	
Punchlist Work				x	
Warranty Work		x			

CITY OF EMPORIA – FIRE STATIONS

McCownGordon is pleased to submit our fee proposal for the Construction Management at Risk (CMAR) of the City of Emporia, Kansas new Fire Station One and potential addition to Fire Station Two. Our team would welcome the opportunity to partner with the City as well as Archimages and would approach all costs related to the project in a transparent manner. We will also evaluate possible options to reduce costs with regard to the work and schedule as the project develops.

We have based our fees on the following assumptions:

- A request for qualifications dated June 23, 2023
- A total construction budget of \$10,000,000
- A 13-month construction duration.
- A mutually agreeable contract / use of an AIA A133 Contract and A201 General Conditions.

PRECONSTRUCTION SERVICES - \$5,000

This includes all necessary costs associated with our proposed team to complete discovery, meeting attendance, estimating, logistics planning, constructability analysis, utility coordination, value engineering, cost option development and schedule management during the different phases of the project. We anticipate completing three budget updates including: Schematic Design budget (30%), Design Development estimate (60%) and bidding the Construction Documents for a final GMP (90-100%).

CM@R FEE – 2.50%

The CM@R fee primarily covers costs associated with the operations of our Manhattan, KS office. Includes items such as office leases, office utilities, office supplies, web-based project management systems, corporate accounting, Legal, HR, and printing.

SUPERVISION & MANAGEMENT (GENERAL CONDITIONS) - \$37,024 PER MONTH / \$481,312 13-MONTH DURATION

In estimating our General Conditions costs for the project, we have taken several factors into account. To provide the project with the appropriate level of supervision required to deliver a quality project we have included a full-time dedicated on-site superintendent for the entire duration of the project. This individual will be supported by project management, administration, and executive level assistance. We feel this level of oversight is necessary to meet the expectations of the City of Emporia of delivering a high-quality project and ensure a safe working environment. We have also included a General Conditions Matrix specific to this project to detail what has been included in this range and what will be included in the cost of work. Supervision and management costs are a function of time and therefore may need to be adjusted if the project scope or duration is modified.

SELF PERFORM FEE - 2.50%

The Self Perform fee primarily covers costs associated with the warehouse lease, utilities, supplies, maintenance, purchasing and replacement of tools, as well as recruiting, training, and developing the carpentry and laborer staff.

McCownGordon Construction LLC

City of Emporia
Fire Station Project

August 30, 2023

DESCRIPTION	General Conditions	Pre- Construction	Cost of Work or By Others	Fee
PRECONSTRUCTION SERVICES				
Create & Implement Construction Management Plan		X		
Coordinate Document Flow & Communications with Team		X		
Integrate CM Services into Design Coordination Meetings		X		
Estimating		X		
Budget Updates		X		
Value Engineering & Cost Options		X		
Schedule Development & Management		X		
Site & Material Logistics Planning		X		
Existing Conditions Investigation & Planning		X		
Constructability Analysis		X		
Subcontractor Bidding		X		
Coordinate with City/County/Utilities		X		
OFFICE PERSONNEL - CONSTRUCTION				
Operations Director	X			
Project Executive	X			
Project Management	X			
Project Coordinator	X			
FIELD PERSONNEL				
General Superintendent	X			
Superintendent(s)	X			
Truck Expense - Superintendent	X			
TEMPORARY PROJECT OFFICES				
Set-Up Office	X			
Office Trailer	X			
Toilets	X			
Mobile Phone	X			
Office Supplies	X			
Office Furniture	X			
PROJECT SAFETY & SECURITY				
Safety Management	X			
First Aid Expense	X			
Fire Extinguishers	X			
Drug Testing	X			
Hats, Goggles, & Misc	X			
PROJECT REQUIREMENTS & MISC				
Logistics & Phasing	X			
Commissioning Assistance	X			
Owner Training	X			
"As Built" Drawings	X			
Progress Photos	X			
Project Accounting				X
Home Office Printing/Copying				X
Data Processing				X
Home Office Supplies				X
Corporate Accounting				X
Legal				X
Human Resources				X
Home Office Utilities				X
Marketing				X
Business Development				X
Home Office Leases				X
Web Based Project Management System				X

McCownGordon Construction LLC

City of Emporia
Fire Station Project

August 30, 2023

DESCRIPTION	General Conditions	Pre- Construction	Cost of Work or By Others	Fee
TESTING				
Geotechnical			X	
Materials Testing			X	
Special Inspections			X	
Commissioning			X	
CITY FEES AND UTILITIES				
Building Permits			X	
Plan Review Fees			X	
City Excise or Taxes			X	
Temporary Utility Fees			X	
Utility Development and Tap Fees			X	
GENERAL TRADES AND SUBCONTRACTORS				
General Trade Craft			X	
Miscellaneous Tasks			X	
Project Cleanup / Dumpsters			X	
Tools and Equipment			X	
Safety & Logistics			X	
Project Layout & Surveying			X	
Temporary Project Requirements & Utilities			X	
Subcontractor Packages			X	
INSURANCE & BONDS				
Auto			X	
General Liability			X	
Builder's Risk			X	
Warranty			X	
Subcontractor Default Insurance			X	
Payment and Performance Bonds			X	
OVERHEAD & PROFIT				X

Any Item not specifically shown to be included in General Conditions, Preconstruction, or Fee are anticipated to be included in the Cost of the Work or Provided by Others



FIRE

FIRE STATION NO. 1
CITY OF EMPORIA, KS

Prepared for:
City of Emporia
ATTN: Kerry Sull
City Manager's Office
104 E 5th Ave, PO Box 928
Emporia, KS 66801

DEPT.

Submitted by:
Crossland Construction Company
3017 N. Cypress Drive | Suite A
Wichita, KS 67226
t 316-944-0147

CROSSLAND
CONSTRUCTION COMPANY, INC.

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Statement of Interest

Thank you for the opportunity to provide you with our qualifications for the new Emporia Fire Station No. 1.

A successful project begins with the right team. Given the complexity of municipal construction, it's critical to have a Construction Manager with the right resources, team, knowledge, and experience.

Over the past five years, Crossland has solidified its place as an expert in the region with regard to municipal facility. Since 2017, **Crossland has completed over \$800M worth of municipal work** for communities just like yours; with over 70% of that being build with progressive construction methods like Construction Management at Risk.

In this RFP submission, you will find that Crossland has the right resources, team, knowledge, and experience to make this a very successful project. With a single project bonding capacity of \$500M and an overall program capacity of \$3B, you can be sure that we have the capabilities and bandwidth for this project.

We have an industry-leading safety record that puts us in the top 1% of safest companies because we go above and beyond industry requirements with in-house programs that focus on healthcare-specific topics.

When you choose us, you get the personalized service of a local contractor and access to the resources of a nationally-ranked construction company. This proposal includes information on our team, resources, capabilities, project approach, qualifications, and experience. This team has and continues to build impactful projects in the Emporia community.

As the Wichita Division, we genuinely believe our passion for construction enriches the lives of our employees, customers, and the communities in which we live and serve. You can be at ease with a team of prepared professionals devoted to your project and your future patients during the construction process, knowing you're in good hands.

Sincerely,



DJ McClenny
Vice President
Crossland Construction Company, Inc.
3017 N Cypress Drive, Wichita, KS 67226
t. 316-942-9090

We're real
builders. We
rank in the
the top 100
contractors in
the nation.

CROSSLAND
CONSTRUCTION COMPANY, INC.



Thank you for the opportunity to submit for Emporia's New Fire Station! Just like every emergency call, each project requires individual consideration and attention. Each team member we've selected for your project brings something unique. We can't wait to get started!

SERVICES

- Preconstruction
- General Contracting
- Design-Build
- Design-Bid-Build
- Construction Management

OUR EXPERIENCE

\$ Dollar volume last five (5) years
2018 - \$1,225,935,864
2019 - \$1,284,429,829
2020 - \$1,335,928,373
2021 - \$1,250,002,075
2022 - \$1,144,295,514

Shield Bonding Capacity
\$3,000,000,000 total
\$500,000,000 per project

Heart Municipal Experience
200+ Projects Built
\$800,000,000+ Completed

GENERAL DESCRIPTION

Ivan Crossland, Sr. established Crossland in a small, Kansas town in 1977. We are a family and minority-owned company, currently ranked in the top 100 on Engineering News Record's list of Top 400 Contractors in the nation.

We're Real Builders

We take pride in knowing we are more than just managers - we're Real Builders that self-perform over 35% of our work. With over 1,500 employees and located in nine offices, we have the expertise and resources to deliver exceptional projects. Our people strive to make a difference, every day. We continue to serve under the belief that if you dream big, remain humble, and work hard - great things are possible.



Trust



Integrity



Responsibility



Passion

.51 - 0 - .84
EMR LIR RIR

DJ McClenny
Vice President
e. djmcclenny@crossland.com
t. 620-210-0282

Experience you can count on.

Public safety facilities are the backbone of a community. They have an essential job to provide safety and security to our neighborhoods, and their facilities should reflect that. Building quality police and fire stations that enable staff to train and perform at their peak is imperative.

Crossland has a vast portfolio of experience in this area and will bring a level of expertise and knowledge that will guarantee a successful project.

Public Safety Projects
Fire Stations Built
100+ 51



by the
NUMBERS

Government Projects
300



Award-Winning Projects
150



ANDOVER NEW FIRE STATION NO. 2 + RENOVATION OF FIRE STATION NO. 1

 PROJECT LOCATION Andover, KS	ARCHITECT GLMV Architecture, Inc Matt Cortez 316-265-9367
 CLIENT City of Andover, Kansas Chief Chad Russell 316-733-9811	SIZE New: 16,000 SF Renovation: 5,824 SF
 CONTRACT AMOUNT \$8,200,000	DELIVERY METHOD Construction Management

Using a team approach to accommodate a growing city's needs

The growing city of Andover, KS passed a bond to build another fire station to support their increased population and remodel their existing facility.

We were proud to work with City leadership and LeMay Erickson Wilcox/GLMV, the design teams, through preconstruction to correct the sizing of the facility to ensure construction stayed in budget. Construction began on the new facility in late 2022 and is slated to be completed by the end of fall 2023.





GARDEN CITY FIRE STATION NO. 3
+ FINNEY COUNTY EMS FACILITY

 PROJECT LOCATION Garden City, KS	ARCHITECT The Architect, LLC Manuel Ortiz 620-271-0852
 CLIENT City of Garden City Chief Jon Irsik 620-276-1140	SIZE 29,000 SF
 CONTRACT AMOUNT \$13,200,000	DELIVERY METHOD Construction Management

A multi-use facility to meet the needs of a growing community

A new approximately 30,000 sq. ft. fire station for the Garden City Fire Department and Finney County Emergency Medical Services.

The building is mostly a single-story slab-on-grade, except for a small second floor area of approximately 3,000 SF. It will sit on 3.99 acres located at the NW corner of Jennie Barker Road and Schulman Avenue in SE Garden City. Crossland is proud to work alongside the City to maintain fiscal responsibility with the project.



MCKINNEY FIRE STATION NO. 10

 PROJECT LOCATION McKinney, TX	DELIVERY METHOD CM
 CLIENT City of McKinney Patricia Jackson 972-547-7439	SIZE 15,844 SF
 CONTRACT AMOUNT \$7,100,000	ARCHITECT Conduit Architecture and Design Kobey Seale 972-302-9747

Built a new, modern fire station for the City of McKinney

This modern, 16,000 SF facility was built to accommodate ten firefighters. Much of the station was designed after Station No. 9.

The design and layout of Fire Station No. 10 represent the community pillars that fire stations have become. Public open houses and forums that show stations as robust public safety agencies are typical. Plus, today's firemen respond to vehicle accidents, hazmat incidents, specialized rescues, and national disasters. Given these community services, fire stations have highly unique design and build requirements; they serve as a place of work and residence, so firefighters must have a safe, useful, and rejuvenating facility.



Scan here or click the link for a video of this project.



<https://www.youtube.com/watch?v=IAabRZQqtT0&t=1s>

ADDITIONAL FIRE STATIONS



ROGERS FIRE STATION NO. 8
Rogers, AR | \$3M



ALLEN FIRE STATION NO. 2
Allen, TX | \$4.7M



ROGERS FIRE STATION NO. 2
Rogers, AR | \$2.2M



BARTLESVILLE PUBLIC SAFETY COMPLEX
Bartlesville, OK | \$5.8M



JOHNSON COUNTY FIRE STATION 123
Edgerton, KS | \$7.9M



SAND SPRINGS PUBLIC SAFETY
Sand Springs, OK | \$12M

FIRE STATIONS UNDER CONSTRUCTION/PRECONSTRUCTION



ANNA FIRE STATION NO. 2
Anna, TX | \$6.4M



FRISCO FIRE STATION NO. 10
Frisco, TX | \$11M



PRINCETON FIRE STATION NO. 2
Princeton, TX | \$6M



MELISSA PUBLIC SAFETY BUILDING
Melissa, OK | \$18M



CELINA FIRE STATION NO. 3
Celina, TX | \$14.7M



STILLWATER FIRE STATION
Stillwater, OK | \$8M

Your dedicated project team

We're excited about this opportunity and we've assembled a team that has the skills, capabilities, work history, and synergies needed to make this project a success. This team will take an innovative management approach and will maintain an honest and open relationship with you throughout the entire project.



DJ McClenny
Vice President
+ Project Executive

PRECONSTRUCTION + CONSTRUCTION TEAM



Eric Bunner
Director of Preconstruction



Kyle Roberts
Fire Station Specialist



Wade Siebert
Preconstruction Manager



Evan Malloy
Project Manager



Thomas Haefele
Asst. Project Manager



Wayne McGregor
Area Superintendent



Doug Garton
Superintendent



Austen Hunt
Assistant Superintendent

SPECIALTY DEPARTMENTS

Safety, Quality, Scheduling, Virtual Design Construction (VDC), and Community Relations



EXPERIENCE
22 Years

EDUCATION
Associate of Science
Construction Management
Oklahoma State University

CERTIFICATIONS
OSHA 30 Hour
AIC Associate Constructor
HAZCOM - GHS Trained

DJ McClenny

Project Executive

PROJECT ROLE/RESPONSIBILITIES

DJ leads Crossland's Central and Western Kansas Division and their team of construction professionals. He is incredibly passionate about construction. He understands both the challenges and rewards that can come with projects, large or small. He will be there to advocate for you as our client, set your project up for success, and make sure it's completed with the best possible outcome.

- THREE KEYS TO A SUCCESSFUL PROJECT**
- Having the right people on the job and making sure they have the tools and support they need to be successful
 - Building good communication and relationships at every level of the project
 - Making the building process easy and enjoyable
 - Ensuring that we quickly get into the details with budget confirmation and product procurement issues



Eric Bunner

Director of Preconstruction

PROJECT ROLE/RESPONSIBILITIES

Eric Bunner will be an active participant in the design phase, offering valuable insight on areas of crucial importance, including budget and schedule creations and overall constructability. Eric will also develop bid packages associated with your project and will conduct the formal bid process. He will communicate regularly with the project manager and superintendent as he progresses through the preconstruction phase, promoting a seamless transition from preconstruction to the construction phase.

- RELEVANT PROJECT EXPERIENCE**
- McKinney Fire Station 11, McKinney, X, \$8M
 - Princeton Fire Station 3, Princeton, TX, \$2.4M
 - Celina Fire Station 3, Celina, TX, \$14.7M
 - Melissa Public Safety, Melissa, TX, \$12.5M
 - Anna Fire Station No. 2, Anna, TX, \$6.4M
 - Princeton Fire Station No. 2, Princeton, TX, \$6M
 - DCM Warehouse, Frisco, TX, \$34M
 - McKinney Fire Station 10, McKinney, TX, \$7.1M
 - Star Business Park 7A/7B, Frisco, TX, \$10.9M
 - Star Business Park WileyX, Frisco, TX, \$3.9M
 - Frisco ISD HVAC Summer Reno, Frisco, TX
 - Frisco CTE Expansion, Frisco, TX, \$20M
 - Andover Fire Station, Andover, KS, \$6M



Kyle Roberts

Fire Station Specialist

EXPERIENCE

11 Years

EDUCATION

Bachelor of Science
Sports Management
Arkansas State University

REFERENCE

Chief Thomas Harvey
City of Princeton
214-592-6254
tharvey@princetontx.us

PROJECT ROLE/RESPONSIBILITIES

Kyle brings extensive fire station facility expertise to this project. During preconstruction, he will use his experience to identify and mitigate project challenges, help develop the project's budget, and schedule and evaluate subcontractors during the bidding process.

RELEVANT PROJECT EXPERIENCE

- **McKinney Fire Station 11, McKinney, X, \$8M**
- **Princeton Fire Station 3, Princeton, TX, \$2.4M**
- **Allen Fire Staton No. 1, Allen, TX, \$6M**
- **McKinney Fire Station 10, McKinney, TX, \$7.1M**
- **Anna Fire Station No. 2, Anna, TX, \$6.4M**
- **Melissa Public Safety, Melissa, TX, \$12.5M**
- **Princeton Fire Station 3, Princeton, TX, \$2.4M**
- **McKinney Municipal Service Center, McKinney, TX, \$8M**



Evan Malloy

Project Manager

EXPERIENCE

10 Years

EDUCATION

Bachelor of Science
Construction Management
Kansas State University

REFERENCES

Burke Jones
Alloy Architecture
913-909-0608
Bjones@usd260.com

PROJECT ROLE/RESPONSIBILITIES

As Project Manager, Evan Malloy will be responsible for the overall planning and administrative management of your project. Evan will be in constant contact with Crossland's Superintendent to make sure we're meeting productivity standards and that all stakeholders are up to speed.

RELEVANT PROJECT EXPERIENCE

- **Andover Fire Station** - The growing city of Andover, KS passed a bond to build another fire station to support their increased population and remodel their existing facility. We are currently working with City leadership and the design team in preconstruction to make sure we deliver the best possible facility.
- **Opti-Life Fitness Center** - This \$10M project consisted of the new construction for Opti-Life Fitness in Wichita, KS. The project is a new, state-of-the-art fitness facility for their members.
- **Cottonwood Elementary School Addition** - This new \$3M elementary school is the newest elementary school in the fast growing City of Andover.



Wade Siebert

Preconstruction Manager

EXPERIENCE

24 Years

EDUCATION

Bachelor of Science
Engineering Technology
Construction Management
Oklahoma State University

REFERENCES

Chief Chad Russell
City of Andover, KS
316-733-9811
crussell@andoverks.com

PROJECT ROLE/RESPONSIBILITIES

Wade Siebert will be an active participant in the design phase, offering valuable insight on areas of crucial importance, including budget and schedule creations and overall constructability. Wade will also develop bid packages associated with your project and will conduct the formal bid process.

RELEVANT PROJECT EXPERIENCE

- **Andover Fire Station** - The growing city of Andover, KS passed a bond to build another fire station to support their increased population and remodel their existing facility. We are currently working with City leadership and the design team in construction to make sure we deliver the best possible facility.
- **Garden City Fire Station No. 3** - A new approximately 30,000 sq. ft. fire station for the Garden City Fire Department and Finney County Emergency Medical Services.
- **Andover 13th Street Park** - A \$14M complete transformation of an existing baseball complex that will now be modernized and to include a new splash park, state of the art field and lighting systems and modern playground and concessions equipment.



Thomas Haefele

Assistant Project Manager

EXPERIENCE

3 Years

EDUCATION

Bachelor of Science
Mechanical Engineering
Washington State University

REFERENCE

Scott Evans
Principal, MKEC Engineering
316-253-7184
sevans@mkec.com

PROJECT ROLE/RESPONSIBILITIES

Thomas will work alongside your Project Manager, completing an array of administrative tasks. He will be responsible for helping with bidding and analysis. Thomas may also work alongside other team members to develop your project's budget and schedule.

RELEVANT PROJECT EXPERIENCE

- **Andover Fire Station** - The growing city of Andover, KS passed a bond to build another fire station to support their increased population and remodel their existing facility. We are currently working with City leadership and the design team in construction to make sure we deliver the best possible facility.
- **Andover 13th Street Park** - A \$14M complete transformation of an existing baseball complex that will now be modernized and to include a new splash park, state of the art field and lighting systems and modern playground and concessions equipment.
- **Greenwich Commons Phase 2** - Another addition to the existing Greenwich Commons development. In addition to the addition of space, improvements are planned for both the new and existing areas.



Wayne McGrane

Area Superintendent

EXPERIENCE

39 Years

REFERENCE

Austin Bradley
EPC Real estate Group
913-558-1014
abradley@epcrealestate.com

PROJECT ROLE/RESPONSIBILITIES

Wayne McGranewill be responsible for overseeing all site activities and will manage field personnel. He will drive the schedule and overall quality of your project as it progresses through the construction phase and will communicate daily with subs and suppliers so your project maintains optimum efficiency.

RELEVANT PROJECT EXPERIENCE

- **Law Enforcement Training Center** - A brand new Law Enforcement Training Center to be shared by the Sedgwick County Sheriff and the Wichita Police Department. WSU will also house their criminal justice program on the third floor.
- **225 Sycamore** - This is nestled in Wichita’s Historic Delano District. We were proud to build their 201 unit development equipped with designer floor plans and premier amenities. This elegant community boasts a multi-sport simulator, yoga studio, and a unique outdoor space like you’ve never seen before. To top it all off, residents can relax by their beautiful infinity-edge pool.
- **Aloft Hotel** - This five story hospitality facility has structural metal studs, a concrete floor, and geo-pier foundations. Interiorly, there are 126 guestrooms, three large meeting rooms, a lobby, and large public spaces for guest use.



Doug Garton

Project Superintendent

EXPERIENCE

25 Years

CERTIFICATIONS

OSHA 10 Hour
Walmart SPMC Certification
Walmart SWPPP Certification
Smith Driving Certification

REFERENCE

Joe Picinni
Reiloy USA
jpiccini@reiloyusa.com
800-247-1144

PROJECT ROLE/RESPONSIBILITIES

Doug Garton will be responsible for overseeing all site activities and will manage field personnel. He will drive the schedule and overall quality of your project as it progresses through the construction phase and will communicate daily with subs and suppliers so your project maintains optimum efficiency.

RELEVANT PROJECT EXPERIENCE

- **Andover Fire Station** - The growing city of Andover, KS passed a bond to build another fire station to support their increased population and remodel their existing facility. We are currently working with City leadership and the design team in preconstruction to make sure we deliver the best possible facility.
- **Air Capitol Flight Line** - We were proud to build an 51,000 SF addition of manufacturing space to their exsting space as well as 4,000 SF of office.
- **Reiloy USA** - A 59,000 SF manufacturing facility for Reiloy USA using a pre-engineered metal building and a TPO roof. Reiloy USA manufactures bimetallic barrels from Reiloy centrifugally cast barrel blanks. Reiloy, a division of Reifenhauser Group, has long been an acknowledged leader in the bimetallic barrel industry.



Austen Hunt

Assistant Superintendent

EXPERIENCE

3 Years

EDUCATION

Bachelors of Science
Technology
Pittsburg State University

CERTIFICATIONS

OSHA 10 Hour
OSHA 30 Hour

PROJECT ROLE/RESPONSIBILITIES

Austen will work closely with Crossland’s superintendent. He will serve as a vested field manager, equipped with the necessary skills and knowledge to advise and task subcontractors and tradespersons with confidence. A team-oriented individual, Austen is dedicated to your project’s success, and is looking forward to serving you.

RELEVANT PROJECT EXPERIENCE

- **225 Sycamore** - This is nestled in Wichita’s Historic Delano District. We were proud to build their 201 unit development equipped with designer floor plans and premier amenities. This elegant community boasts a multi-sport simulator, yoga studio, and a unique outdoor space like you’ve never seen before. To top it all off, residents can relax by their beautiful infinity-edge pool.
- **Garden City Airport** - This project includes both demolition of old, unusable space and the construction of an entire new airport terminal in Garden City. The \$26M project will offer over 26,000 SF of new terminal space for travelers in Western Kansas.
- **Delloite Smart Factory** - Delloite is a company that specializes in optimizing the efficiency of their client’s day-to-day activities. By building the smart factory, they can now show area manufacturers ways they can improve their processes within the smart factory.



PRECON + DESIGN
PHASE

A collaborative approach to meet your goals

Our team provides an innovative management approach that will maintain an honest and open relationship with you throughout all project phases. We recognize that each project is unique in the goals that define success. Our experience with constructing similar facilities provides background that will help make your project a success.

We believe that the implementation of a construction management delivery model begins by building a collaborative environment that supports critical analysis, stakeholder involvement, and decision-making to maximize value to you while meeting the budget and schedule. It also integrates construction functions early on and throughout the project, facilitating early value analysis, providing early identification of potential constructability challenges, planning for efficient construction sequencing, and prioritizing safety, operations, maintenance, and training throughout the project.

Our construction management team leads the design + planning phase with three objectives:

- 1

Getting you the **best value** for your construction dollar
- 2

Completing your project **on-time** and within budget
- 3

Maximizing efficiency, preventing design errors, and identifying challenges



1 / Constructability Reviews

Changes discovered and made during the design phase are significantly lower costs than once we're in construction. So, we're going to be focused on both short- and long-term implications - giving you an operationally efficient new building and renovation that lasts.

Trade Contractors that represent major work areas are brought in to work alongside our team for the most thorough review. When new ideas are discovered or recommendations for more efficient means, methods, or materials are made, we'll work as a team with you and the design team to incorporate into final design. This all leads to fewer change orders and requests for information in the long run.

2 / Alternate Materials

Our preconstruction team continually evaluates materials and components on projects similar to yours. This allows our team to have a global knowledge of current market prices and availability. We build over 400 projects a year, and we keep a database of all project cost and materials used. As a result, we can quickly provide information and pricing for various components as each assembly is created, ensuring that designers and engineers are not having to draw documents twice.

3 / Guaranteed Maximum Price

We consider your project budget the GMP, and we'll make sure you get the most value for that amount. At the end of each bid package, we'll recommend which subcontractor bids to accept based on scope completeness, past performance, reputation, and input from you and the architect. Once you accept the bids, we will execute a GMP amendment to the Prime Contract. We routinely move forward with a GMP before documents being 100% complete. The contingency on the project is your contingency. While contingency is included in early budgets, we continually reduce the contingency as documents get developed, ensuring that you can incorporate those contingency dollars into the project. The remaining contingency not used is returned to you. We pride ourselves on the accuracy of our budgets, as an excessive conservative budget only limits the power of your dollar.

The construction phase begins with a smooth transition from preconstruction to the project manager and superintendent.



Bid/Trade Package Development + Bid Solicitation + Local Sub Participation Plan

Subcontractors that work alongside us on your project are essential to the project's success. All bid and trade packages are clear, concise, and customized to suit your project – avoiding scope and trade gaps and following state/local laws.



We know the value local subs can bring to a project. We keep that in mind when writing our packages and when advertising for local sub-participation. During preconstruction, one of our primary objectives is to create interest from bidders and keep them informed of the timing during the early stages. Our pre-bid meetings are well attended and meant to maximize the number and quality of bids. In addition, we create bid packages that align the work with local subcontractors' abilities, ensuring that work is broken down to allow everyone to bid.



When each bid package is put together and bid, we bring these bids back to you for review with our recommendations, and we select the subcontractors as a team.



Change Orders

Our process is very collaborative. Most all change orders are owner-driven as needs change throughout construction. Our team tries to identify allowances for unknowns or delayed decisions that may cause change orders and makes these allowances part of the GMAX. This limits the effort needed to go back and forth to the council for approval. When a change is required, our team solicits and receives pricing from Trade Contractors and compares this cost to known unit pricing for accuracy. Our team calculates the cost of the change, prepares the change order document

Our Process:

- Our team reviews the change order and sends it to the architect and/or owner with recommendations
- The architect and/or owner review the change order approves it, and sends it back to the construction manager
- The construction management team authorizes the change order + the work to be performed and modify the contract
- As a team, we determine if the change order is a true change or something that contingency should be used for.

Construction Schedule

Once in construction, your Project Manager and Superintendents will update the master project schedule monthly. They will also create six-week lookaheads that include all weekly and daily activities from start to finish. As the schedule continually evolves during the project, it's reviewed, discussed with subcontractors, and updated weekly. We constantly update and communicate activities to all that might be impacted. An accurate and timely primary master schedule that includes design, permitting, fabrication, and procurement is critical to the project's success. As the Construction Manager, we will drive the team to key milestone dates during this project's upfront stage, ensuring that we are starting construction with all resources needed.

The best way to keep a project on schedule is to be very involved in daily activities, so you see challenges before they become problems.

If the project is falling behind, we can deploy the following things to get back on track:

- Resequence work
- Require additional manpower from subcontractors or add subcontractors
- Provide additional or alternative equipment to increase productivity
- Supplement subcontractors with our self-perform crews
- Make provisions for extended workdays or work weeks
- Provide temporary protection of completed work to allow the additional scope of work to proceed
- Provide temp utilities, like heat or dehumidification systems, to allow for climate-sensitive work

Contingency Funds within the GMP

Contingency is established at reduced rates from the onset of budgeting and is managed then throughout construction. We will generally carry an agreed-upon contingency for the Client and the Construction Manager. The contingency is not ours to use but rather is there to deal with the unexpected or scope gap situations that arise within the scope of our GMAX. No contingency use is permitted without the owner's approval. All unused portions of the contingency are returned to the owner at key points in the project, allowing these funds to be utilized for wish list items or elsewhere by the owner as needed.

Self-Performed Work

We are a large self perform contractor which provides many benefits to the client. It is worth noting that in the areas we self perform (Concrete, Steel, Rough Carpentry, Earthwork, Site Utilities, and Demolition), we advertise for these scopes of work and competitively bid this work against other trade contractors. This ensures that the client is receiving the best possible pricing. We only self perform on our own projects, and more importantly, we self perform the most critical path activities. So even on projects that we don't perform the work on, we still maintain the critical path schedule as our staff is very efficient with these scopes of work and ensure that progress is always happening. Should a subcontractor fail in performing, we can quickly take over the work and keep things moving as needed.

Quality Assurance / Quality Control

We treat quality the same as safety – it's a top priority. So, we talk about it at every meeting. A quality control plan isn't a "set it and forget it" kind of plan. It's something that has to be continually worked on for each project, each trade, and each detail.

We have resources to ensure quality installations are conducted. We research, teach, trust (but verify), and hold our own team, subcontractors, suppliers, and product manufacturers accountable.

Our Quality Control program includes:

- A structured process for checking submittals
- Effective pre-installation meetings
- Routine audits from our QC professionals that create a quality culture
- Access to The Crossland Academy courses and training for all of our staff
- Consistent communication with subcontractors and daily review of work put in place
- Crossland QC app for real-time updates on top priority items



July 20, 2023

City of Emporia, Kansas
Attn: Kerry Sull, City Clerk
104 E. 5th Avenue, PO Box 928
Emporia, KS 66801

Re: Crossland Construction Company, Inc.

Project: Request for Qualifications for Construction Manager at Risk Services for the City of Emporia Fire Station Projects

Dear Ms. Sull,

Our agency manages the surety bond program for Crossland Construction Company, Inc., we have been asked to write this letter to you on their behalf. The IMA team has known and worked with Crossland for more than 30 years and we hold them in the highest regard. We have watched Crossland, time and time again, earn their outstanding reputation as a company and as individuals of high integrity with an exceptional knowledge of the construction industry. The Crossland team consistently delivers quality projects in a timely and cost-effective manner for their clients; they truly are a company who values relationships and doing the job right. It is for these reasons and so many more that I am pleased to write this letter on their behalf.

Surety bonds for Crossland are underwritten by Zurich American Insurance Company and Federal Insurance Company. Bonds are typically written by Fidelity and Deposit Company of Maryland (a company of Zurich American Insurance Company) and Federal Insurance Company. Zurich American Insurance Company and Fidelity and Deposit Company of Maryland maintain “A+ (Superior)”, “XV (\$2 Billion or greater)” ratings by the A.M. Best Company and a combined U.S. Treasury listing exceeding \$692,000,000. Federal Insurance Company is a member of the Chubb Group of Companies, which carries an A.M. Best Rating of “A++ (Superior)”, “XV (\$2 Billion or greater)”; Federal enjoys a Treasury listing exceeding \$409,000,000, when including the full Chubb family of companies this Treasury listing exceeds \$1 Billion.

Zurich American Insurance Company and Federal Insurance Company would positively consider approval of surety bonds for Crossland on individual contracts of \$500 Million and an aggregate cost-to-complete total company backlog of \$3 Billion. These numbers are guidelines and not limits of surety support. Crossland’s sureties would positively consider larger projects or program on a project-by-project basis.

Crossland’s surety partners are favorable to executing surety bonds upon acceptable review of all contract terms, bond forms and financing for any project as well as other pertinent underwriting information that may be deemed necessary. The arrangement for performance and payment bonds is a matter between Crossland and their sureties; neither the sureties, IMA, Inc., Crossland or any affiliates assume any liability to you or any parties if for any reason bonds are not written.

I am proud to recommend Crossland Construction Company, Inc. to you. If you should have any questions, or require additional information, please do not hesitate to contact myself or Crossland.

Sincerely,



Camille O. Parman
Surety Account Manager
913-982-3679 / Camille.parmar@imacorp.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2023

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

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

PRODUCER
IMA, Inc. - Kansas City
9393 W. 110th Street
Suite 600
Overland Park KS 66210

License#: PC-1210733
CROSCON-03

CONTACT NAME: IMA Wichita Team

PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No):

E-MAIL ADDRESS: certs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Insurance	26247
INSURER C : Arch Insurance Company	11150
INSURER D : *Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

COVERAGES				CERTIFICATE NUMBER: 1120806349		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY				GLO859600803	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 5,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
									MED EXP (Any one person) \$ 15,000
									PERSONAL & ADV INJURY \$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 10,000,000
		POLICY	X PRO-JECT	X LOC					PRODUCTS - COMP/OP AGG \$ 10,000,000
		OTHER:							\$
A		AUTOMOBILE LIABILITY				BAP859615303	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	X	ANY AUTO							BODILY INJURY (Per person) \$
		OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
									\$
B	X	UMBRELLA LIAB	X OCCUR			AUC425515002	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 10,000,000
		EXCESS LIAB	CLAIMS-MADE						AGGREGATE \$ 10,000,000
		DED	X RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC859615403	4/30/2023	4/30/2024	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y / N	N / A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
									E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	2nd Layer Excess Liability					UXP300009001	4/30/2023	4/30/2024	Ea Occur \$15,000,000
D	3rd Layer Excess Liability					1000588349231	4/30/2023	4/30/2024	Agg \$15,000,000 Ea Occur \$15,000,000

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

Re: Insurance qualification for Construction Manager at Risk Services for Fire Department RFQ, Fire Station One and Potential Addition to Fire Station Two. If awarded this contract The City of Emporia, Kansas (Owner) would be included as Primary Non-Contributory Additional Insured on the General Liability and Umbrella Liability policies if required by written contract, subject to policy terms and conditions. If awarded this contract a Waiver of Subrogation would be provided in favor of Owner and its agents, officers, directors, affiliates, and employees on the Workers Compensation policy if required by written contract, subject to policy terms and conditions. Additional coverages are available at the request of Crossland Construction Company, Inc.

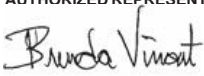
CERTIFICATE HOLDER

The City of Emporia, Kansas
111 East 6th Avenue
P.O. Box 928
Emporia, KS 66801

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



It's important
to choose a
*partner you
can trust.*

REFERENCES



City of Andover

Chad Russell

Fire Chief

P 620-331-9197

E crussell@andoverks.com

City of Andover

Lance Onstott

Assistant City Administrator

P 316-253-8227

E lonstott@andoverks.com



Garden City Fire Station

Jon Irsik

Fire Chief

P 620-276-1140

E jon.irsik@gardencityks.us

City of Garden City

Matt Allen

City Manager

P 620-260-8680

E matt.allen@gardencityks.us



City of McKinney

Patricia Jackson

Facilities Construction Manager

P 972-672-1945

E pjackson@mckinneytexas.org

Conduit Architecture

Kobey Seale

Principal

P 972-302-9747

E seale@conduitad.com



City of Sand Springs

John Marrs

Fire Chief

P 918-246-2534

Dewberry

Jim Healy

Principal

P 918-295-5235

CROSSLAND

CONSTRUCTION COMPANY, INC.

WICHITA OFFICE

3017 N. Cypress Drive
Suite A
Wichita, KS 67226
t 316-944-0147

CONTACT:

DJ McClenny

Vice President - Wichita
c. 620-210-0282
djmcclenny@crossland.com

WHY CROSSLAND

- Fire Station Experts
- Proven Collaboration
- Self-Performance Capabilities
- Experience with Municipalities
- Preconstruction Services
- Long-Term Partner
- Safety is a Top Priority
- Community Builders

Columbus, KS | Rogers, AR | Tulsa, OK | Kansas City, MO | Fort Worth, TX
Wichita, KS | Prosper, TX | Oklahoma City, OK | Denver, CO | Springfield, MO



www.crossland.com



Emporia Fire Dept.

REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK (CMAR)

July 24, 2023



EMPORIA
FIRE DEPARTMENT



Emporia
Kansas



TABLE OF CONTENTS

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July 24, 2023

City of Emporia, Office of City Manager Trey Cocking
Attn: City Clerk Kerry Sull
104 E 5th Ave, PO Box 928
Emporia, Kansas 66801



Chief Beck, City Manager Cocking, Clerk Sull and Selection Committee Members:

Congratulations on your upcoming construction plans! We know this is an exciting time for the city and the Fire Department as you pursue this important investment. Like you, we are committed to making sure city leaders, staff and the community can take pride in the new facility, and that local residents can rest assured their tax dollars are being invested wisely.

As you begin the Construction Manager at Risk selection process, we recognize that you have many qualified teams to choose from. Here's what we believe sets the Loyd Builders team apart:

We are CMAR experts with extensive experience constructing fire, EMS and public safety facilities. Our team has more than 500 years of collective experience planning, budgeting and constructing local government facilities, including fire, EMS and public safety facilities. Construction Manager at Risk is our preferred delivery method with more than 85% of our work completed through the CMAR or Design-Build approach. This experience allows us to work collaboratively with you and ArchImages as a team and as trusted advisers to seamlessly take this project from planning and pre-construction to completion.

We pay attention to every dollar. When it comes to publicly-funded projects, we understand that every dollar counts. Our collaborative approach allows us to identify cost-savings without sacrificing quality. In fact, even during the unsteady supply environment the industry has seen in recent years, our team has tracked on average 2.8% under budget on our CMAR projects.

We are invested in the Emporia community. Our team is proud to be engaged in the community as members of the Emporia Area Chamber of Commerce and as the Construction Manager at Risk on Emporia's new Evergy Training Center. Our team has strong working relationships with local subcontractors & vendors and with city staff & officials based on our experience working together on the Evergy facility. While Zoom meetings are great for updates, we recognize there is no substitute for face-to-face communication and collaboration. We are a hands-on team that values the opportunity get around a table whenever needed to facilitate discussion and planning, and our superintendent will be solely dedicated to your project and on the jobsite every day.

We deliver big results with the personal attention you deserve. We bring all the capabilities of larger firms, but with the accessibility and attentiveness you deserve. Throughout this process, you will have direct access to the owner of our company and the peace of mind that we'll be here for you before, during and long after the planning, design and construction process.

Thank you for your dedication to this project, and for your consideration of our enclosed qualifications. Don't hesitate to contact me personally at (785) 242-1213 or Josh@LoydBuildsBetter.com if you have questions or if we may provide additional information.

Sincerely,

A handwritten signature in black ink that reads 'Josh Walker'.

JOSH WALKER

President

SCOPE OF WORK

In submitting this proposal, we acknowledge acceptance of the terms indicated in this Request for Qualifications and fully understand the project scope. Our firm has performed the services outlined and completed similar projects for decades.

OUR UNDERSTANDING OF THE PROJECT SCOPE

- Demolition of existing one-story building and all necessary sitework and grading
- Coordinating all utility connections
- All pre-construction & construction services for new construction of a two-story fire station, which shall include administrative offices, fire apparatus bays, and living quarters

PRE-CONSTRUCTION SERVICES

At a minimum, our firm provides all of the pre-construction services as outlined in the city's RFQ, including cost estimates at each stage, scheduling, constructibility, materials selection, systems evaluation, life cycle cost analysis, cost control, identification of long-lead time materials and recommendation of quality alternatives, determination and preparation of early bid packages, document review during design process, setting the GMP, facilitation of online platform for document exchange and storage, permitting, and transparent management of bidding process. We have further outlined our pre-construction services and approach in the Project Management Approach section.

Our firm excels in guiding the pre-construction process, which we consider critical to transparency, engaging local subcontractors, schedule adherence, materials acquisition and cost control. Our pre-construction approach allows us to work seamlessly as a team with the architects and the city to ensure the fire department's vision is achieved and that the budget is maximized.

CONSTRUCTION SERVICES

At a minimum, our firm provides all of the construction services as outlined in the city's RFQ, including awarding and administration of subcontracts and material purchases upon owner approval, lead weekly subcontractor meetings with option of remote access, conduct bi-weekly progress meetings with the project team with option of remote access, coordinate meeting agendas/minutes/action items, monitor progress of action items and pro-actively identify variances, coordinate bi-weekly schedule updates and 3-4 week look-ahead schedules, develop and manage site-specific safety plan, provide full-time, on-site field supervision with experience in Emporia market and similar projects, coordinate and supervise all jobsite activities and subcontractors, implement transparent cost control and budget tracking, provide cash flow projections and contingency updates, manage change order process, and manage warranty/testing/walk-thru for owner occupancy. We have further outlined our construction services and approach in the Project Management Approach section.





ABOUT LOYD BUILDERS

For more than 64 years, Loyd Builders has been committed to “building better.” Your project won’t be just a page in someone’s portfolio. For us, it’s a promise to deliver top-quality construction alongside old-fashioned values and personal attention.

In addition to public safety facilities, we’ve built some of the region’s most innovative schools, state-of-the-art hospitals, and awe-inspiring historic renovations. But, we’ve never forgotten where we came from – and we never will.

Today, Loyd Builders is one of the region’s most respected construction firms, employing a team of 23 construction professionals and completing more than \$35 million in annual revenue.

Our mission of “building better” is rooted in our philosophy that top-quality construction services start with being genuinely invested in the project, in the people, and in the communities we serve. You’ll see the difference in everything we do.

LOYD BUILDERS, INC.

2126 South Elm Street
Ottawa, Kansas 66067
785.242.1213

Form of Business Organization:
Corporation

Year Founded:
1959

Primary Contact:

Josh Walker, President
785.242.1213
Josh@LoydBuildsBetter.com

Claims & Lawsuits:

In 64 years of business, we have never had a claim against our surety. There are no judgements, claims, arbitrations, proceedings, or suits pending or outstanding against our firm or any of its officers.



THE LOYD DIFFERENCE

You'll see the difference in everything we do.



\$253m

more than \$253.61 million
in projects completed for
Kansas municipalities



2.8%

average under budget
on our last 10
CMAR projects



Member

Emporia Area
Chamber of Commerce
member



5

one of the safest
contractors in the region,
more than 5 years without
a lost-time injury



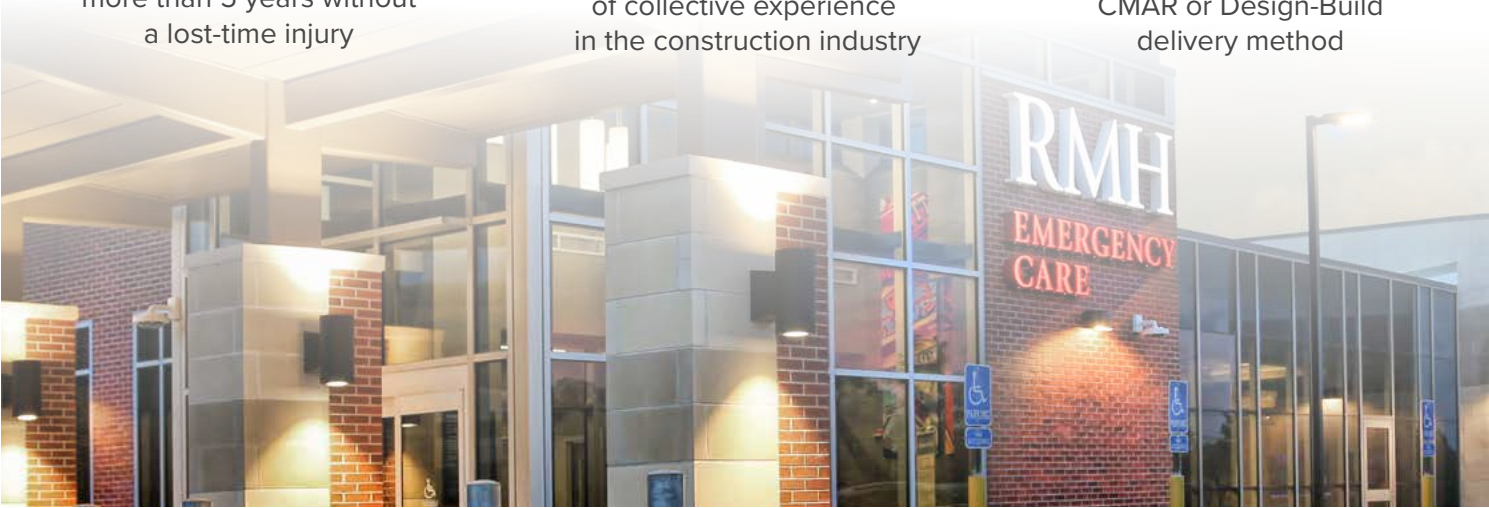
500

our team possesses
more than 500 years
of collective experience
in the construction industry



85%

85% of our projects
are built through the
CMAR or Design-Build
delivery method





RELEVANT PROJECT EXPERIENCE

EXTENSIVE EXPERIENCE WITH SIMILAR PROJECTS.

We have extensive experience as a construction partner for local governments, including fire, EMS, public safety and law enforcement facilities. This experience allows us to use our attention to detail and problem-solving skills to quickly identify challenges and control the bottom line.

BASED ON OUR PROVEN RECORD, HERE'S WHAT YOU CAN EXPECT FROM US:

- > ***A communicative, integrated team approach that keeps the project on schedule and city stakeholders informed***
- > ***A focus on the bottom line as if it were our own, ensuring we are good stewards of taxpayer dollars***
- > ***A perfect safety record with no complaints for worker behavior***

On the following pages, we've provided profiles of some of our relevant project experience.



\$253m

*Completed more than
\$253.61 million in city
and county-owned projects,
including fire, EMS and
public safety facilities*

85%

*The majority of our work
(85%) is completed through
a collaborative delivery method
(Construction Manager at Risk
or Design-Build)*



SIZE

5,400 sf

DELIVERY METHOD

Construction Manager at Risk

CONSTRUCTION TYPE

New Construction

COMPLETION

In Progress

CONSTRUCTION BUDGET

\$3.9M

SERVICES PROVIDED

Pre-Construction
Value Engineering
Construction

SHAWNEE, KS

JOHNSON COUNTY MED-ACT STATION

This new construction is the pilot facility for a series of Med-Act stations being built by Johnson County. This 5,400 square foot facility in Shawnee will house ambulance and EMS operations as well as living quarters for on-duty EMS personnel. It is being constructed to meet the county's sustainability goals.

Architect

Finkle + Williams
Greg Finkle, Principal
(913) 498-1550

Owner

Johnson County
Rick Gehlbach, Facilities Management
(913) 706-6382



SIZE

40,300 sf

DELIVERY METHOD

Construction Manager at Risk

CONSTRUCTION TYPE

New Construction

COMPLETION

In Progress

CONSTRUCTION BUDGET

\$16.1M

SERVICES PROVIDED

Pre-Construction
Value Engineering
Construction

EMPORIA, KS

EVERGY SERVICE & TRAINING CENTER

This new construction project includes site development and construction of a new 7,500 square foot office building and conference center, an attached 10,000 square foot shop area, a 6,000 square foot warehouse, and two 8,400 square foot semi-enclosed Truck Bay Canopies. The site also includes a 3-acre gravel Materials Storage Yard and lay down area, and heated cast-in-place floors are featured throughout.

Architect

Jackson + Main
Katerina Prochaska, Principal
(206) 324-4800
katerina.prochaska@jacksonmain.com

Owner

Evergy
Tom Konrade, Facilities Manager
(785)-508-2628
tom.konrade@evergy.com



SIZE

43,500 sf

DELIVERY METHOD

Construction Manager at Risk

CONSTRUCTION TYPE

New Construction

COMPLETION

2017

FINAL COST

\$15.831M

SERVICES PROVIDED

Pre-Construction
Value Engineering
Construction

*Project featured in
[Correctional News](#) as a best
practice design & construction*

PAOLA, KS

MIAMI COUNTY JAIL & LAW ENFORCEMENT CENTER

This 43,500 square foot, 98-bed new construction masonry Law Enforcement Center was designed to blend with the historic features of the county's downtown courthouse.

It includes Sheriff's offices, a commercial kitchen, 911 dispatch center, mental health cells, medical space and a radial-podular layout with pre-fabricated steel cells, a prisoner transport tunnel as well as renovations to the county's courthouse.

Architect

Goldberg Group
Kevin Rost
(816) 223-9300

Owner

Miami County
Shane Krull, County Administrator
(913) 294-9500



SIZE

51,700 sf

DELIVERY METHOD

Construction Manager at Risk

CONSTRUCTION TYPE

New Construction
Additions & Renovations

COMPLETION

2012 and 2017

FINAL COST

\$15.27M

SERVICES PROVIDED

Pre-Construction
Value Engineering
Construction

OTTAWA, KS

**ADVENTHEALTH EMERGENCY
DEPARTMENT & SURGERY CENTER**

Surgical Center Expansion. This 35,700 square foot expansion and renovation created four operating rooms, renovated patient rooms and an anesthesia office with views into a six-bed post anesthesia recovery area so that patients can be under constant watchful surveillance during their recovery.

Emergency Department Expansion. This 16,000-square-foot expansion project increased the hospital's capability to include: 12 treatment rooms, 2 trauma bays, 2 critical care rooms, an enclosed and heated ambulance bay and a new waiting area for family.

Architect

Health Facilities Group
Bruce Jones & Mark Crane
(316) 262-2500

Owner

AdventHealth
Dallas Purkeypile, Ottawa President
(785) 229-8200



SIZE

11,924 sq ft

DELIVERY METHOD

General Contractor

CONSTRUCTION TYPE

New Construction

COMPLETION

2019

FINAL COST

\$3.0M

SERVICES PROVIDED

Value Engineering
Construction

*Project featured in
Design Cost Data Magazine,
Sept/Oct 2016 issue*

MEDICINE LODGE, KS

BARBER COUNTY PUBLIC SAFETY & HEALTH CENTER

This new construction 11,650 square foot public safety center houses both emergency management and the county health department. It includes office space, a waiting room for health department patients, secure storage for information technology and a 3,450 training space equipped to serve as the county's Emergency Operations Center in case of a natural disaster.

Architect

HMN Architects
(913) 451-9075

Owner

Barber County
Debbie Wesley, County Clerk
(620) 886-3961

ADDITIONAL RELEVANT PROJECT EXPERIENCE



OTTAWA, KS

CITY OF OTTAWA FIRE STATION & EMS FACILITY

Extensive design-build renovation of the city's Fire Station No. 2 and Ambulance/EMS Center.



BURLINGTON, KS

WOLF CREEK NUCLEAR PLANT

Multiple additions and renovations totaling 21,000 sq ft, including Emergency Operations tenant finish, William Allen White Training Center, Information Services Relocation Center, Calibration Lab, and Vehicle Storage & Service Bay for Bearcat Tactical Utility Vehicles.



SPRING HILL, KS

CITY OF SPRING HILL CIVIC CENTER

Repurposing of a former elementary school into the community's 21,000 sq ft Civic Center, including new City Council chambers, municipal courtroom, meeting space, a gymnasium and performance stage, customer service areas, and City Hall offices.



LAWRENCE, KS

CITY OF LAWRENCE RIVERFRONT

21,000 sq ft renovation of the Lawrence Riverfront Offices, including offices for city planning, the city prosecutor, city clerk and municipal courtroom operations.



OLATHE, KS

KANSAS ARMY NATIONAL GUARD

32,688 sq ft, \$1.1 million renovation of the Olathe Armory for the Kansas National Guard.



OTTAWA, KS

CITY OF OTTAWA LAW ENFORCEMENT CENTER

31,300 sq ft, \$2.67m design-build project, including new construction of law enforcement center, municipal court, offices, evidence storage and training rooms.



BALDWIN CITY, KS

BALDWIN CITY LAW ENFORCEMENT CENTER

New construction of a 5,300 square foot police station, including parking and storage yard, training space and office space.



BASEHOR, KS

CITY OF BASEHOR POLICE STATION

5,300 sq ft repurposing & renovation of existing building for new police station, including community/training room, interview rooms, evidence storage and covered parking for patrol vehicles.



MARION, KS

MARION COUNTY JAIL & SHERIFF'S OFFICES

13,600 sq ft, \$3.1 million new construction and renovation, including new 34-bed jail and Sheriff's Offices.



OTTAWA, KS

FRANKLIN COUNTY JUVENILE DETENTION CENTER

15,879 sq ft, \$3.14 million new construction of county juvenile detention center and training center.



ABILENE, KS

DICKINSON COUNTY COURTHOUSE & LAW ENFORCEMENT CENTER

104,444 sq ft, \$17.05 million new construction of law enforcement center and jail, plus renovation of the county courthouse.



“Very collaborative, honest and sincere in their approach to working with the client and design team. Their team’s ego-less approach and willingness to give the extra effort keeps projects running smoothly and efficiently.”

— MARSHA HOFFMAN, AIA | SFS ARCHITECTURE

PROPOSED PROJECT TEAM

We’ve hand-picked the team for your project based on expertise, but also on integrity. With Loyd Builders, you’ll find friendly, hardworking people who say what they mean and mean what they say. You can count on us to be a communicative and collaborative partner before, during and after the planning and building process.

Our proposed project team has been selected based on their experience:

- > ***Successfully managing and constructing similar projects***
- > ***Partnering with local governments on publicly-funded projects***
- > ***Working in Emporia and having strong relationships with subcontractors in the local market***

On the following pages, we have provided an organizational chart, resumes and references for each of our proposed project team members.

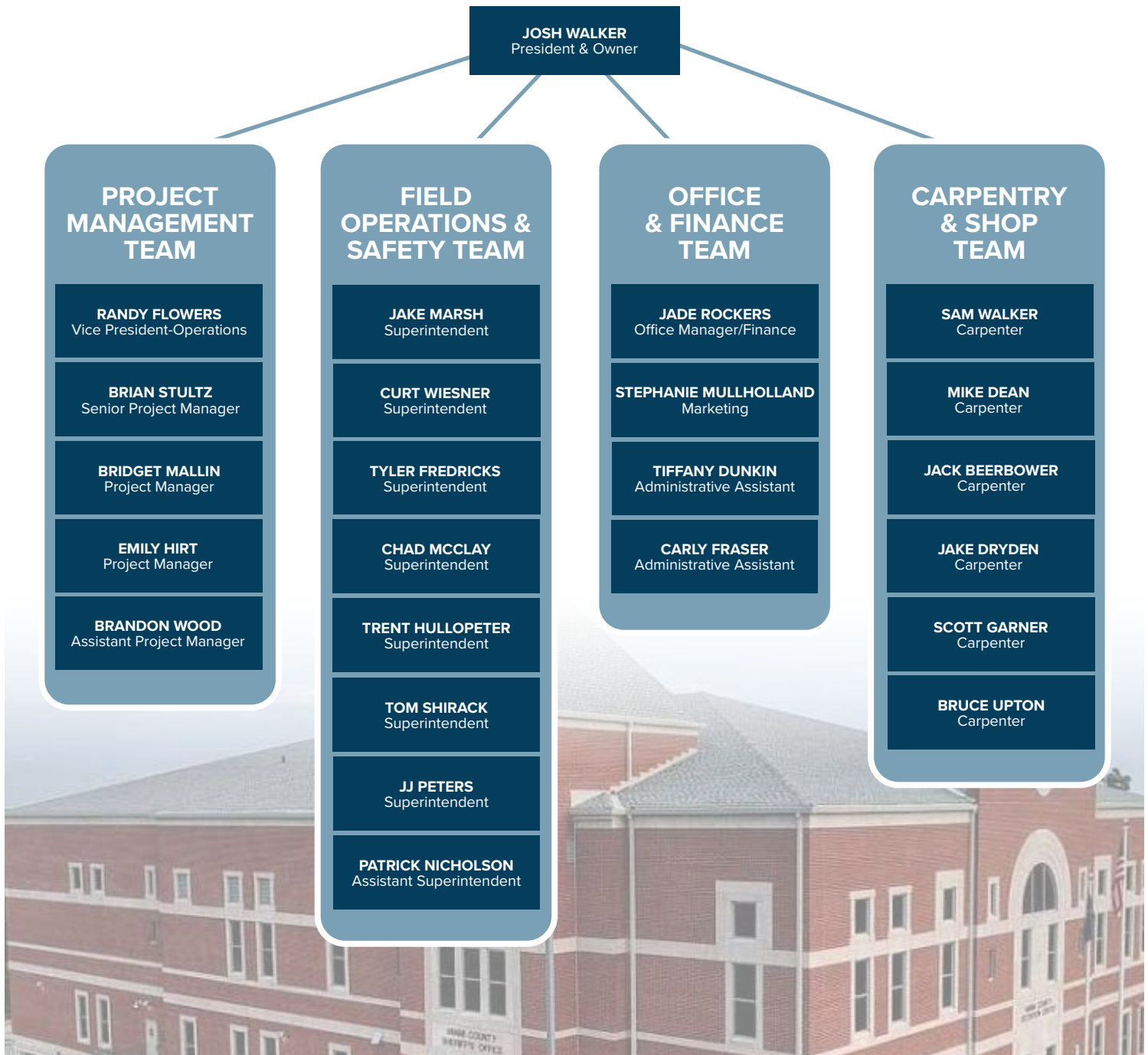


500

our team possesses
more than 500 years
of collective experience
in the construction
industry

LOYD BUILDERS ORGANIZATIONAL CHART

An experienced team working together with you – from start to finish – in an environment of open communication is what allows us to deliver better solutions and better results. We take pride in the deep relationships we have built with our clients. The key to these relationships is our ability to listen and to deliver creative solutions that are customized to your needs.





JOSH WALKER

President & Owner | Principal in Charge

Josh@LoydBuildsBetter.com
Mobile 785.418.9102

- **29 years construction experience, 16 years as owner of Loyd Builders, Inc.**
- **Former Project Manager with largest construction firm in Kansas City metro**
- **Master of Business Administration, University of Missouri-Kansas City**
- **Bachelor of Science in Construction Management, Pittsburg State University**
- **Managed \$300+ million in projects**

Josh grew up in the construction business, sweeping the shop floors at Loyd Builders where his father worked (and still works). After graduating from Pittsburg State University with a degree in construction management, Josh spearheaded major projects for the largest construction firm in the Kansas City metro. In 2007, he returned home to Franklin County to purchase Loyd Builders. Since then, Josh has grown Loyd into a \$30+ million annual revenue construction management firm. As part of our “building better” philosophy, Josh will be hands-on as a partner with you before, during and after completion of your project.

REFERENCES

Dr. Brian Inbody, President
Neosho County Community College
(620) 431-2820 | binbody@neosho.edu

Amber Beverlin, Principal
DLR Group
(913) 897-7811 | abeverlin@dlrgroup.com

Clark Ribordy, Executive Vice President
Ottawa University
(785) 248-2380 | clark.ribordy@ottawa.edu

Darron Ammann, Vice President
Bartlett and West
(785) 330-7040 | darron.ammann@bartwest.com

EXPERIENCE HIGHLIGHTS



**USD 290
School Bond Project**
\$61 million bond project including district-wide new construction, additions & renovations



**AdventHealth
Surgery Center**
35,700 square foot expansion of Surgery Center and renovation of Patient Rooms



**NCCC Career &
Technology Center**
25,400 square foot career center on the Neosho County Community College campus



**Ottawa University
Gangwish Library**
New 56,000 square foot library, student union, dining center and conference space



Randy@LoydBuildsBetter.com
Mobile 785.418.6081

RANDY FLOWERS

Vice President-Operations | Pre-Construction & Estimating

- **30 years construction experience**
- **11 years as Vice President-Operations with Loyd Builders, Inc.**
- **Bachelor of Science in Construction Management, John Brown University**
- **Specializing in estimating, pre-construction services and operations**
- **In-depth project management experience with similar projects**

Randy will be responsible for coordinating all project services from pre-construction, through construction and post-construction. He will conduct constructability reviews and prepare preliminary estimates to optimize the project budget. During construction, Randy will perform site inspections, monitor meetings, and supervise project progress. Randy works with an organized sense of urgency, continually looking for the best ways to meet your needs while meticulously maintaining the project budget.

REFERENCES

Dr. Ryan Cobbs, Superintendent
USD 290
(785) 229-8010 | cobbsr@usd290.org

Kwame Smith, AIA
SFS Architecture
(816) 474-1397 | ksmith@sfsarch.com

Clark Ribordy, Executive Vice President
Ottawa University
(785) 248-2380 | clark.ribordy@ottawa.edu

Darron Ammann, Vice President
Bartlett and West
(785) 330-7040 | darron.ammann@bartwest.com

EXPERIENCE HIGHLIGHTS



**AdventHealth
Emergency Department**
15,000 square foot
expansion and
renovation of hospital's
Emergency Department



**Miami County Law
Enforcement Center**
New 43,500 square foot
jail/detention center,
sheriff's offices and
officer memorial



**Shawnee
MedAct Station**
New 5,400 square foot
county emergency
management and
ambulance facility



**Ottawa University
Gangwish Library**
New 56,000 square
foot library, student
union, dining center and
conference space



BRIAN STULTZ

Senior Project Manager

Brian@LloydBuildsBetter.com
Mobile 785.760.4192

- **26 years construction experience**
- **7 years as a Project Manager with Loyd Builders, Inc.**
- **Managed \$30+ million in projects**
- **Experienced project manager on similar projects in occupied facilities**
- **Currently working in Emporia as project manager for Evergy facility**

Brian will be the primary point of contact, responsible for coordinating all project services through construction and post-construction. During construction, he will administer project documents, perform site inspections, administer meetings, prepare schedules, manage project costs and update team members with the latest project information.

Brian has extensive experience in the construction industry, including estimating, conceptual design and preconstruction services. He has in-depth project management experience in a wide array of projects involving occupied facilities – including public safety and healthcare buildings – that require higher levels of safety and security.

REFERENCES

Fr. Nathan Haverland
Most Pure Heart of Mary Catholic Church
(785) 272-5590 | frhaverland@mphm.com

Maria Kutina, AIA, NCARB
HTK Architects
(785) 266-5373 | mrk@htkarchitects.com

EXPERIENCE HIGHLIGHTS



Evergy Service & Training Center
New 55,000 square foot, \$16.1 million service and corporate training center



USD 368 Paola High School
4,425 square foot renovation at the high school and district athletics programs



Ottawa University Student Housing
Extensive \$3.1 million renovation of three residence halls on the OU campus



Ottawa Kansas Dentistry
Extensive renovation and addition to Ottawa dentistry practice, including X-ray center



Jake@LoydBuildsBetter.com
785.242.1213

JAKE MARSH

Superintendent

- 20 years construction experience, including 12 years in management
- 4 years as a lead superintendent with Loyd Builders, Inc.
- 8 years experience as superintendent with Corps of Engineers, Veterans Administration & Department of Defense
- Studied Civil Engineering at Kansas State University
- In-depth experience as a superintendent & foreman in occupied facilities

As Superintendent, Jake will be on the jobsite throughout the duration of the construction phase. He will coordinate all on-site activities, oversee quality assurance and provide oversight of the Site Specific Safety Plan. Jake is knowledgeable, self-disciplined, and has excellent communication skills. He is skilled in site & personnel management, scheduling, safety management, quality control and ad hoc problem solving.

As Mayor of his community (Waverly), Jake knows firsthand the importance of good stewardship when it comes to publicly-funded municipal projects.

CERTIFICATIONS

40-hour OSHA Training, 2010
30-hour OSHA Training, 2010
10-hour OSHA Safety Card, 2006
QCIS Compliance Inspector Erosion
OSHA Trenching & Excavating Safety
40-hour Haz Waste & Response
USACE Quality Assurance Training
ASHE Hospital Construction Training
Stormwater Pollution Prevention
COE QC

REFERENCES

Dr. Jessica Johnson, DDS
Ottawa Kansas Dentistry
(785) 242-5753

Tom Konrade, Corporate Facilities Manager
Evergry
(785) 508-2628

EXPERIENCE HIGHLIGHTS



Evergry Service & Training Center
New 55,000 square foot, \$16.1 million service and corporate training center

* projects completed with previous employer



Colmery-O'Neil Veterans Hospital
9,500 sq ft expansion, including 14 exam rooms, administrative offices & MRI facilities*



Ottawa Kansas Dentistry
Extensive renovation and addition to Ottawa dentistry practice, including exam rooms, lobby and X-ray center



Robert J. Dole Veterans Hospital
2,500 sq ft renovation of labs while maintaining normal 24/7 lab function and infectious control facilities*



STEPHANIE MULLHOLLAND

Marketing & Community Engagement

- 25 years of marketing & campaign experience
- 5 years working with Loyd Builders, Inc.
- Specializing in marketing, public relations & community engagement

STEPHANIE MULLHOLLAND
Stephanie@LoydBuildsBetter.com
Mobile 785.338.1628

Stephanie will be available to assist if desired with all aspects of community engagement, social media content generation, virtual construction update tours for the community, media construction tours, and information/talking points for communicating construction progress to the media and the public.

She can work with city staff and the Fire Department to write and/or design materials for community meetings; produce progress reports for local media; assist with coordinating events, such as groundbreaking and dedication ceremonies; and work with the project team to develop creative strategies for engaging the community in the project. Stephanie has more than 25 years of marketing experience, ranging from community events, graphic design and strategic communications for municipal, state, legislative and school initiatives.

REFERENCES

Senator Jeff Longbine, Owner
Longbine Autoplaza
(620) 343-0155

Richard Nienstedt, City Manager (retired)
City of Ottawa
(785) 242-8552

EXPERIENCE HIGHLIGHTS



USD 289 Wellsville Schools

Groundbreaking, media outreach and assistance with bond election for \$18.1 million in school bond initiative



Ottawa Sales Tax Ballot Question

Communications strategy and campaign for sales tax for new industrial park & public improvements



Shawnee County Ballot Question

Campaign management for county-wide ballot question on whether county treasurer would be elected or appointed

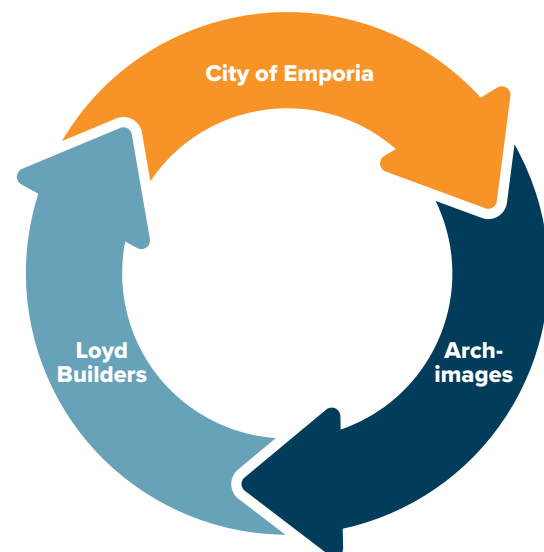


Evergy Service & Training Center

Groundbreaking event, media outreach and assistance with unveiling the \$16.1 million center in the Emporia market

MANAGEMENT APPROACH

Planning with the right partners will provide immeasurable value to the cost, efficiency and long-term success of your project. When owners and stakeholders sit at the same table with designers, engineers and builders, the best ideas are born, creative solutions take hold, costs are minimized, and efficiencies are realized.



Our project approach is designed to ensure the Fire Department successfully achieves its goals, and that the project and the city are thoroughly supported from the earliest planning stages through the completion and warranty period.

Communication & Working Collaboratively

We view the CMAR delivery method as a fully collaborative effort. This is our preferred method of delivery because the ability to work with you, as part of a coordinated team, provides the greatest opportunity for cost-savings, accelerated scheduling and efficiencies in design, material selection and procurement. The owner plays a significant role on the CMAR team, providing the ongoing input necessary to ensure the city's vision – as well as the day-to-day and long-term use of the facility – are communicated and achieved.

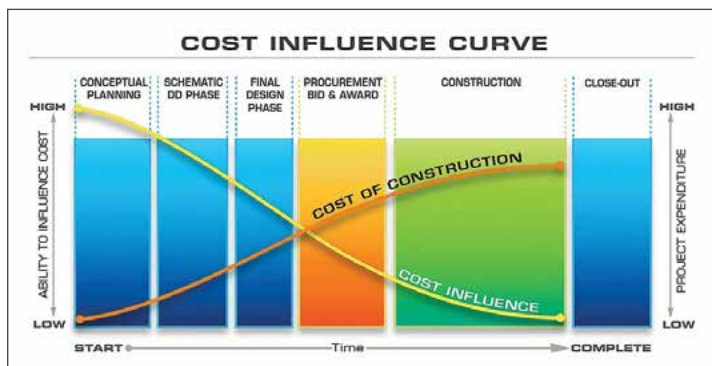
Typically, the owner will appoint an Owner Project Manager (OPM) who is the main point of contact and representation for the city. The Design Team will also have a single point of contact for the city - the Architectural Project Manager (APM) – who coordinates all efforts of the design consultants and directs the design process. And, we will have a single point of contact for the city, the Construction Project Manager (CPM). The OPM, APM and CPM stay in close communication to coordinate meetings and pass relevant information along to their respective teams. This single point of contact helps maintain order and clear lines of communication.

Overall, our project approach is centered around our team's Management Principles (Page 31), which we commit to you from the outset. These principles guide everything we do from the planning stage to the jobsite to completion.

Pre-Construction Services

CONSTRUCTION MANAGER ROLE IN DESIGN & PRE-CONSTRUCTION PHASE

A key role of the Construction Manager in the planning and design phase is to help identify project scope issues that could impact the budget and to help identify cost-savings. The ability to influence project cost diminishes with time, a concept depicted by our cost-influence curve (inset on next page). A few key decisions made early in the project can greatly affect total project costs.



EXAMPLES OF PROCESSES WE IMPLEMENT DURING DESIGN & PRECONSTRUCTION

Assuring Project Scope. Throughout the process, we will be working collaboratively with the project team to clarify the project goals, clearly define the scope of work, identify potential challenges, and determine phasing requirements. These factors will allow us to establish (1) a baseline budget, and (2) a detailed scope of work that describes what we believe is required to build the project – whether shown on the drawings or not – to minimize surprises in the construction phase. We will then test the baseline budget for accuracy against actual costs from similar projects; and we will engage subcontractors and vendors to assist with budget development, drawing on their knowledge of the market conditions in their trade.

Constructibility Reviews & Value Engineering

Solutions. When it comes to value engineering, it's important to know that this process is not cutting the scope of work to meet budget. We regard value engineering as a powerful tool throughout design and construction to determine the best design alternatives for your project, reduce costs, improve product availability, improve functionality, and better the schedule. Our goal is to always provide the best quality project in the most cost-effective manner.

Through our collaborative relationship with the design team, we analyze all aspects of the design documents with constructability and value engineering reviews. We are a construction manager that asks the right questions, as tough as they may be at times, to ensure the best possible return on investment for the city.

During design, we will perform a number of intermediate estimates with an accompanying written scope of work as part of our ongoing cost management. Our ability to provide real-time estimates allows the project team to make informed decisions in the design process, ensuring the project remains on budget and minimizing redesign.

“Loyd Builders’ preconstruction services have allowed us to explore the design that best suits the client and stay within budget. In fact ... features were tweaked at the recommendation of Loyd Builders and thus came in significantly under budget.”

– AMBER BEVERLIN, PRINCIPAL | DLR GROUP

Our general approach to value engineering includes:

- Understanding the goals and intent of the project from the city's and design team's perspective
- Coupling constructability reviews with value engineering
- Identifying where the bulk of the money is being spent to make the biggest impact
- Simplifying repetitive elements where possible
- Understanding the systems and looking at them as a whole, not just an element of the work

We will offer value engineering options to proposed systems if there is a budget advantage, schedule advantage, quality advantage, or any combination.

Cost Estimating & Budget Alignment. Our estimate will become much more detailed as the design documents are refined, ultimately resulting in a pre-bid estimate that captures the entirety of the project. Our development of a complete, line-item budget allows us to track costs for each component of the work. By continually tracking and sharing the line-item budget and status of the overall budget, we can prevent scope creep and ensure the project estimates remain on track throughout construction. Changes in components and materials are common in any construction project; however, without tracking where costs are changing, the budget is in danger of being exceeded, leading to redesign or extensive value engineering. Our proven process is designed to prevent factors like this from occurring.

Building Information Modeling. We also utilize BIM software to gain better control over project outcomes, and to integrate and share data with all project stakeholders. Utilizing BIM helps us analyze and better coordinate disciplines, resolve conflicts, and plan projects before construction even begins.

PARTICIPATION IN DESIGN MEETINGS

We anticipate meeting with the City and Design Team throughout the duration of the project's design phase. This includes participating in the Stakeholders Meeting to review the current status of facilities and understand future needs. This may include a tour of the site, touring your existing facilities and discussing them with you. If there are other facilities that are a

good example of what you are looking for, or if you are looking for ideas of how other municipalities have addressed their needs in similar building types, we could arrange tours of those facilities as well.

We prefer an approach that brings the entire design/construction team to these walk-thrus so that the engineers and construction team can survey and assess the building systems and identify needs for the new building together.

Interactive Process. After the initial Stakeholders Meeting, we anticipate participating in all other relevant team meetings, including large and small group workshops and design charrettes depending on this project's specific needs.

DESIGN CHARRETTE MEETINGS

Typically, the first meeting after the kick-off meeting is a Design Charrette. We value the opportunity to actively participate in the design charrette as it is a great way to gather real-time feedback and input about the project from the city and those who will be working in and utilizing the new facility. This meeting is also a good opportunity to solidify the project goals and gain buy-in from all involved. This helps to reinforce a team approach to the project and helps with communication throughout the process as well.

OUR SUCCESS NAVIGATING THE CURRENT MATERIALS CLIMATE

The industry as a whole is acutely aware of lead times and volatility in pricing for certain materials. For decades, our team has built strong relationships with local and regional suppliers. Through these relationships we have been able to pre-plan and navigate shortages and pricing predictions for the benefit of our clients. On this project, careful procurement planning, insight from our supplier relationships, and early procurement of long-lead items will help head off some of the common barriers to procurement in the current market.

In this market, we have been mitigating long lead times by any means necessary, including determining from the outset which materials may have long lead

times, and working with the design team to establish key materials early in the design process so that we can expedite procurement of those items. We have also organized ways to take early delivery of materials at risk of being in short supply and storing those items either at our warehouse or on the jobsite. Our value engineering services also play a key role in mitigating long lead times. For instance, if we know that a particular material is in production delay, we can suggest an alternative that meets the quality and pricing requirements but is more readily available.

COST ESTIMATES & CONSTRUCTIBILITY

When it comes to publicly-funded projects, we understand that the city’s reputation and commitment to local taxpayers is on the line. That’s why we are committed to managing the budget through accurate, real-time estimates without sacrificing quality.

Real-Time Estimates. Controlling project costs extends through all project phases by verifying scope requirements, eliminating scope creep, completing design reviews, and monitoring and maintaining the project schedule.

Cost Control Methods. We perform many different cost control methods during the construction stage, which are important to maintaining the project budget. These methods include:

- Clearly communicating quality expectations
- Maintaining an accurate schedule of values for all subcontractors
- Carefully reviewing subcontractor monthly pay applications
- Serving as good stewards of the city’s contingencies and allowances
- Daily supervision of the construction operations
- Strictly reviewing subcontractor proposals associated with city-requested scope changes

CONTINGENCIES

If the city wishes to earmark a contingency, we typically hold contingency as a separate line item within the budget. The amount of contingency depends on two factors: the completeness of the bid documents and the type of construction.

As the design develops, the contingency percentage decreases. Determining the best contingency

amount should be thoroughly discussed and determined by the project team. As a guideline, we’ve provided a table showing our recommended amount based on the design stage.

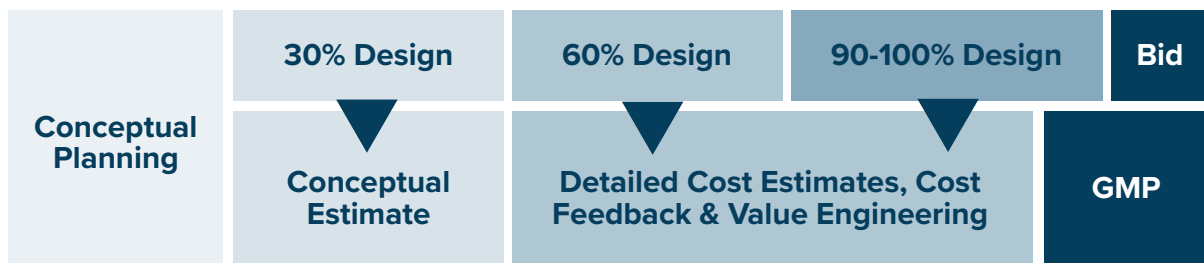
Recommended Contingency	
DESIGN STAGE	% CONTINGENCY
Schematic Design	7-10%
Design Development	5%
Construction Documents	2-3%



“Loyd Builders goes out of its way to understand concerns, suggest options and solutions, understand critical financial and budget concerns and help solve challenges that may be encountered. Having a trusted advisor overseeing projects and working hand-in-hand from start to finish is what separates Loyd Builders from other contractors.”

— DARRON AMMANN, P.E., VICE PRESIDENT
BARTLETT & WEST

OUR GMP PROCESS AT A GLANCE



Utilizing Contingencies. As unexpected issues arise during the project, we identify their cost and discuss them with the project team. As part of the overall management process, we review the project budget, additional costs, and the contingency status during our regular project team meetings to ensure the project team is always informed.

Managing Contingencies. Transparency is a point of emphasis for our team. We utilize Microsoft Excel spreadsheets to track contingencies. We also regularly produce a contingency log for review by the project team to keep everyone informed of its status. It is our policy that any unused contingency is returned to the city at the end of the project.

MANAGEMENT TOOLS & REPORTING

Key management tools and reports we utilize the comprehensively manage preconstruction and decision making include:

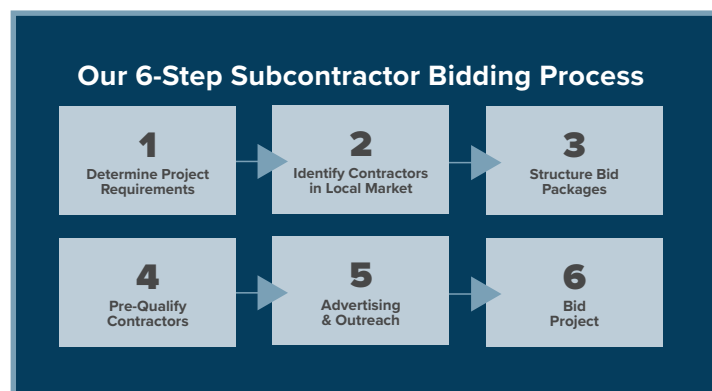
Microsoft Excel for estimating purposes, which provides the flexibility to generate tailored estimates and custom reports for the project team at every stage in the process. Additionally, we utilize Foundation Project Management and Accounting Software to track and report on various components, including:

- Job costing
- Budget & Monthly Projections
- Project Management: Field Logs, Meeting Minutes, Transmittals, Submittals
- General Ledger: Billings and Cash Flow
- Purchase Orders, Subcontracts & Accounts Receivable
- Document Control / Information Management
- Shop Drawing Review and Issuance

DEVELOPING A GMP

We can establish the Guaranteed Maximum Price (GMP) as early in the design process as the city desires. However, the earlier the GMP is set, the more it reflects the incomplete nature of the design plans, limiting the ability to predict cost with absolute accuracy.

To address that, we would earmark a contingency. For better accuracy, we recommend setting the GMP at the construction document stage (see the above recommended GMP timeline).



SUBCONTRACTOR SELECTION PROCESS

We take seriously the importance of utilizing local businesses wherever possible, and we consistently go the extra mile to make sure taxpayer dollars stay right here in the community – fueling the local economy and fostering community pride in the city's project.

Extensive Outreach. To maximize competition and local business utilization, Loyd Builders will deploy an extensive outreach program to inform, engage and encourage local contractor and vendor involvement. We have provided more information on our bidder engagement program and a case study on the use of local businesses on Page 30.

Transparency is the Driving Factor in our Bidder Selection Process. We run a transparent bidding process from start to finish. We will review each bid to ensure all components are included and then prepare an overview of bids received for each package for the project team's review. In that overview, we will provide recommendations based on price, completeness of the bid and past experience with subcontractors, but ultimately, the city will determine which bidders are selected for the project.

Team-Based Quality Control. Quality control is important in the solicitation and review of bids, and the awarding of subcontracts. We pay a superior level of attention to detail during the construction phase to ensure your total satisfaction, including prequalifying subcontractors during the bidding process; clearly communicating project expectations and quality guidelines within bid packages; providing careful evaluation of subcontractor workmanship and safety programs; and coordinating testing and inspections.

Construction Services

HIGHLY-SKILLED & EXPERIENCED TEAM

We believe quality construction is achieved, first and foremost, by employing dedicated professionals who not only excel in their knowledge of the industry, craftsmanship and leadership skills, but also in personal integrity and character. Our team is dedicated to a collaborative approach, construction processes and jobsite practices that result in zero construction defects. And, we expect the same commitment from subcontractors working on the project.

Our proposed project management team is comprised of veteran construction professionals who have decades of experience managing similar projects, are seasoned pros in the CMAR delivery method and who have longevity with Loyd Builders. You can count on our team to be highly engaged and dedicated to this project from start to finish.

MANAGING PROJECT COSTS

Team communication is the most critical aspect of knowledge-based decision-making and cost management. From our more than 64 years of

successfully managed projects through the design and construction phases, Loyd Builders has developed proven systems to track all data, decisions and cost/value engineering options as we track and report the GMP, including:

Estimating. We utilize Microsoft Excel for estimating purposes, which provides the flexibility to generate tailored estimates and custom reports for the project team at every stage in the process.

Construction Management & Accounting. We utilize Foundation Project Management and Accounting Software to track and report on various components, including:

- Job costing
- Budget & Monthly Projections
- Project Management: Field Logs, Meeting Minutes, Transmittals, Submittals
- General Ledger: Billings and Cash Flow
- Purchase Orders, Subcontracts & Accounts Receivable
- Document Control / Information Management
- Shop Drawing Review and Issuance

The table on the next page illustrates the accuracy of our pre-construction estimates to the Guaranteed Maximum Price (GMP) on our last 10 CMAR projects.

SCHEDULING

We have extensive experience developing project schedules that in turn drive the bid package issuance and workflow. We will detail every aspect of the project and incorporate the information into one master schedule. We utilize Primavera SureTrack Manager for schedule development, creating a schedule that is both realistic and easily understood. The schedule will include milestone dates throughout the project as a means of tracking overall timelines for the project. Our superintendent and project manager work jointly to complete three-week look-ahead schedules that are reviewed weekly with all subcontractors to ensure the project schedule remains on track.

The schedule includes milestone dates throughout the project as a means of tracking overall timelines of the project and ensuring that each discipline is tracking with the schedule milestones.



average
2.8%
under budget

CLIENT / PROJECT TYPE	PRE-CONSTRUCTION ESTIMATE	GMP FINAL ESTIMATE	OVER/UNDER BUDGET vs GMP
USD 289 Wellsville Schools Bond Project	\$18,100,000	\$17,199,276	-4.9%
Halloren Building Redevelopment	\$3,044,000	\$3,005,000	-1.28%
Ottawa University Grandstand Renovations	\$1,711,000	\$1,651,000	-3.51%
USD 290 High School Expansion & Renovation	\$36,159,000	\$36,139,000	-0.06%
Allen Community College Student Union	\$5,173,000	\$5,227,000	1.04%
Legacy Square	\$1,594,000	\$1,571,000	-1.44%
AdventHealth Emergency Addition	\$6,038,000	\$6,008,000	-0.50%
USD 290 Sunflower Elementary	\$18,253,000	\$14,558,000	-20.24%
USD 290 Safety and Security Upgrades	\$2,295,000	\$2,331,000	1.57%
Ottawa University Gibson Student Union	\$14,139,000	\$14,233,000	0.66%

Our project team is hands-on on the jobsite, which is critical to ensuring the highest quality end-product. Our superintendents and assistant superintendents came up through the field. Knowing how to do the work themselves means they understand and recognize quality performance and have a strong working rapport and lines of communication with every subcontractor working on the project. Our approach is pro-active, continually looking ahead of schedule so that city and county officials are properly informed, all necessary inspections and tests are in compliance with applicable codes and the work aligns with the requirements of the documents approved by the city and the design team.

CHANGE ORDERS

We understand changes can occur during the course of construction. We manage these changes with open and frequent communication. Potential changes are a part of every project team meeting with the owner, design team and construction management team. Changes are identified, priced and discussed in an open book manner. This ensures the team is always aware of the project contingency status so that informed decisions can be made.

SELF-PERFORM

Our team has the ability to self-perform a wide variety of trades. However, in order to encourage utilization of local subcontractors, we typically complete only the carpentry trades with our own staff and subcontract the balance of the work. Carpentry scopes include: Doors & hardware, Cabinetry installation, Specialties and Miscellaneous carpentry work.

We prefer to self-perform these scopes because it provides for better control over the schedule and quality of work. However, our commitment above all else is to provide you with the best value. We will competitively bid these scopes to ensure you are receiving the best pricing. We will then submit a sealed quote to either the project architect or the city's representative 24 hours in advance of the bid date and time. If we receive a lower bid from another qualified contractor, we will use that bidder for work we might typically self-perform.

WARRANTIES & TRANSITION TO OWNER OCCUPANCY

We recognize that fire stations are not just "buildings." They are a safe space for the community, a source of community pride, and a home away from home for the department's staff. It's important to us that our relationship doesn't end when we hand the keys over to you at completion. We remain dedicated to ensuring the quality of your project for years to come.

As part of our Warranty & Post Project services, we coordinate the owner's occupancy requirements and all close-out requirements, coordinate an 11-month walk-through, evaluate equipment and systems, correct warranty deficiencies if needed, perform a periodic review of building performance, schedule follow-up visits, manage the 1-year warranty process, and maintain continued communication after the project is complete to ensure your total satisfaction.



"We are among the 20 percent of hospitals in the state that are accredited, and that means we have to follow strict guidelines for ensuring safety during any renovation. We did not have a single safety violation in the nearly 2 1/2 years of the project. Loyd Builders did a fantastic job."

– LARRY FELIX, CEO (RETIRED), RANSOM MEMORIAL HOSPITAL

OUR SAFETY PROCESS

Safety is a critical part of site management. Our focus on safety and security is evident in our record of zero lost-time incidents for more than five consecutive years and zero complaints for worker behavior.

CONTRIBUTING FACTORS WE ADDRESS WHEN WORKING IN OR NEAR OCCUPIED FACILITIES:

With all projects that take place in or near occupied facilities, there are special considerations we take into account in order to minimize impact and disruptions on the staff, visitors and the neighborhood as a whole.

- ***Air quality due to construction dust, smoke and fumes***
- ***Distractions caused by noise from construction activities, vehicles and demolition***
- ***Construction vehicle traffic, delivery vehicles, and subcontractor parking***
- ***Disrupted patterns due to site fences and construction barriers***

We successfully manage these considerations through a Site-Specific Safety Plan.



5+

One of the safest contractors in the region with more than 5 years without a lost-time injury

0

Our safety record includes zero complaints for worker behavior

OUR SAFETY PROCESS

DEVELOPING A SITE-SPECIFIC PLAN

As we prepare the site-specific safety plan, we will ask for input from city staff since you know the site and traffic patterns better than anyone. We need to ensure to the best of our ability:

- *Daily operations are not compromised*
- *Surrounding areas are not disturbed*
- *Neighboring activities can function near normal*
- *Everyone working on the project goes home to their families uninjured every day*

Understanding The Environment. Understanding how the site and neighboring buildings will be used during construction is critical in developing a safety plan that minimizes impact on staff and planned activities in the area. The ideal scenario is to have all activities segregated from construction.

Protecting the Staff & Public. We work with the design team to develop a temporary egress plan that is included in the construction documents. This outlines the steps taken to protect staff and the general public from construction activities. These safety measures are inspected daily by our field staff to ensure they remain effective.

KEY FACTORS IN THE SITE-SPECIFIC SAFETY PLAN

Factors that we address in the Site-Specific Safety Plan include:

- *Effective and consistent communication that starts in the design phase and continues through the completion of construction.*
- *Control disruptive activities and schedule demolition and construction during non-peak hours or after-hours as needed.*
- *Post clear signage/Install barriers.*
- *Isolate the construction zone.*
- *Keep the project site clean.*
- *Establish fire safety and an emergency egress plan.*
- *Promote worker safety.*
- *Carefully manage hazardous materials, including asbestos, lead paint, PCBs and caustic or high VOC paint and coatings.*
- *Restrict unauthorized access.*



OUR HARDHAT REPORTING SYSTEM

We utilize a hardhat number reporting system so that staff or anyone else working on or adjacent to the jobsite can report a safety issue involving a jobsite worker by notifying the superintendent or city staff of the number on the worker's hardhat. This system allows any issues to be addressed immediately and helps minimize hesitation by eliminating the need to confront a worker.

WORKER SAFETY & CODE OF CONDUCT

To achieve our goal of 100% accident-free and injury-free projects, we maintain a formal safety policy that is included with each subcontract. This policy is reviewed during pre-construction meetings as well as at individual pre-installation meetings to ensure subcontractor adherence. We provide on-the-job training as necessary to ensure that all employees are aware of hazards on-site; we adhere to all established policies and procedures concerning safety and construction; and we adhere to the Site-Specific Safety Plan that we develop with you for your project. All workers entering the jobsite are required to demonstrate an understanding of the safety plan and our 8-Point Zero-Tolerance Code of Conduct (provided on the next page for your review).



OUR 8-POINT ZERO-TOLERANCE CODE OF CONDUCT

We recognize the stereotypical “construction worker” behavior cannot be tolerated, particularly in an occupied facility. That’s why we operate under an 8-Point Zero-Tolerance Code of Conduct. Workers understand when they enter our jobsites, they are expected to abide by our rules of conduct. Anything less is not tolerated.

1 HARD HAT AREAS	All Loyd Builders’ construction sites are deemed “Hard Hat Areas.” Every employee, subcontractor and visitor must wear a hard hat within the construction fence.
2 NO PROFANITY	The use of obscene, profane, abusive or threatening language is prohibited on the worksite. Clothing worn at the worksite may not display slogans or images that may be offensive to staff or to the community.
3 NO HARASSMENT	Any behavior that may be viewed as harassment will not be tolerated on Loyd Builders’ worksites.
4 TOBACCO BAN	Smoking and chewing tobacco is not permitted on Loyd Builders’ worksites.
5 OSHA	Clothing and footwear must comply with OSHA standards and Loyd Builders’ safety requirements.
6 DIGNIFIED CONDUCT	All employees of Loyd Builders and subcontractors working on Loyd Builders’ worksites are expected to conduct themselves in a dignified manner at all times.
7 ZERO TOLERANCE	Loyd Builders holds to a zero tolerance policy on all worksites for drugs, alcohol and other intoxicants. Possession or use is prohibited and will be grounds for dismissal.
8 DESIGNATED WORK AREAS	All construction workers must remain within the designated work, parking and access areas unless otherwise directed by Loyd Builders’ Superintendent.

BIDDER ENGAGEMENT PROGRAM

Our approach to engaging qualified subcontractors, vendors and businesses starts with the following steps:

- Work in collaboration with the city to determine your preferred subcontractors and share our list of area vendors to ensure all are notified of the project
- Evaluate the subcontractor market, including availability and backlog of work
- Craft bid packages to draw maximum interest from subcontractors, particularly qualified local subcontractors
- Send bid invitations to potential bidders and follow up to potential bidders with phone calls
- Conduct a Local Business Summit to gain local interest and answer questions from potential local bidders
- Advertise projects in local publications (online planrooms, newspapers or other) at least 30 days prior
- Notify the Emporia Area Chamber of Commerce and/or other local business groups for inclusion in their newsletters, websites and/or email communications
- Publish notice in relevant contractor publications and/or contractor planroom sites, including our Loyd Builders' Online Planroom which includes more than 975 qualified subcontractor contacts in the region
- Provide sufficient paper copies of the plans and specifications to prospective bidders
- Provide information for city to post bid opportunities on city website and/or other city communications
- Make an additional round of phone calls to prospective bidders to generate interest, answer any questions and encourage participation
- Strive to obtain at least three competitive bids for the various scopes of work

CASE STUDY: LOCAL BUSINESS UTILIZATION

AdventHealth Ottawa



The Goal: When AdventHealth (formerly Ransom Memorial Hospital) launched a \$9.3 million project to expand and renovate its surgery center and patient rooms, the hospital board wanted to ensure maximum use of local businesses.

The Challenge: The size and scope of the emergency department project was larger than many local subcontractors were comfortable with or had the capacity to take on.

Our Solution: We separated portions of the project into smaller bid packages to allow local contractors an opportunity to win part of the overall project. Though this created additional coordination work for our team, we felt it important that the local taxpayers paying for the project received every opportunity to participate.

The Outcome > 74% of all eligible work was performed by local businesses



OUR MANAGEMENT PRINCIPLES

These 8 principles guide everything we do in our project approach, from start to finish.

1

ESTABLISH THE GOALS & EXPECTATIONS

Our first step is to gain a clear understanding of your vision & goals and set clear expectations for cost, schedule and quality.

2

COMMUNICATE

We pride ourselves on communication because we know it's the essential ingredient for a successful team-oriented working relationship.

3

FACILITATE TRUST

Create an environment of trust where collaboration is expected and open dialogue is welcomed.

4

ENSURE SAFETY

Our safety actions are driven by choice, not compliance. We look out for each other. We are committed to ensuring everyone returns home safely each night.

5

MEET YOUR BUDGET

We understand your financial responsibility to your residents. We will align your budget with your programming needs, set the GMP and not exceed it.

6

MEET YOUR QUALITY EXPECTATIONS

From design through construction, we will work with the design team to ensure your expectations for quality are achieved.

7

MEET YOUR PROJECT TIMELINE

We will create, with input from you and the design team, a schedule that is both realistic and easily understood.

8

DELIVER ON YOUR VISION

We are an experienced team. We will draw on this experience every day to deliver the building that you envisioned.

OUR PRE-CONSTRUCTION APPROACH

You can count on us to work collaboratively as part of your Project Team – from concept and schematic design to final construction plans and development of the GMP.

Our pre-construction process includes all services outlined in the city's RFQ, including:

COLLABORATION

- Facilitate an environment of trust
- Reinforce team concept at every opportunity
- Set clear expectations and responsibilities
- Maintain an open-book policy

COST CONTROL

- Refine estimates – conceptual, schematic, design development and construction
- Develop Guaranteed Maximum Price
- Review cost estimate in detail with project team
- Seek subcontractor input relative to market conditions
- Prepare final cost estimate
- Provide cash flow management
- Assess first cost vs. life cost

CONSTRUCTABILITY REVIEWS

- Building Information Modeling (BIM), if applicable
- Review design documents for inaccuracies, oversights and thoroughness including MEP and component coordination
- Evaluate proposed materials, systems & delivery
- Risk analysis & target areas of concern
- Solicit subcontractor and supplier input
- Provide alternative solutions
- Obtain project team consensus

BID PACKAGING

- Develop comprehensive bid packages for each trade
- Generate local and regional participation
- Hold pre-qualification subcontractor interviews
- Distribute bidding documents & receive proposals
- Perform detailed analysis & develop baseline
- Include Design Team & Owner in evaluation process
- Award subcontract to selected firms

SAFETY

- Verify compliance with governing regulations
- Provide project specific safety plan
- Determine phasing and impact to students and staff
- Hazardous materials assessment

VALUE ENGINEERING

- Determine the best design alternatives
- Reduce cost
- Improve availability
- Improve function
- Improve schedule
- Sustainability reviews
- Site logistics and planning

SCHEDULING

- Prepare preliminary & final CPM schedules using Primavera
- Define all design/pre-construction & construction activities including approval milestones
- Develop project sequencing plan
- Solicit subcontractor input
- Coordinate any in-kind donations and/or labor efforts

PROCUREMENT MANAGEMENT

- Identify long-lead delivery materials and equipment
- Pre-qualify equipment and material vendors
- Solicit proposals & award purchase orders per schedule
- Coordinate equipment package submittals
- Verify and expedite fabrication and delivery

PROJECT TEAM COMMUNICATION

- Daily huddle with the city, design team and other members of the project team

THIRD-PARTY COORDINATION

- Building permits
- Tie in and connection permits with utility providers
- Special inspections

CONSTRUCTION & COMPLETION SERVICES

Our attention to detail through the construction process and upon completion is designed to ensure your total satisfaction. Our process includes all services outlined in the city's RFQ, including:

PROJECT LAYOUT

- Develop site staging
- Coordinate site and building layout
- Oversee all mobilization activities

PROJECT MANAGEMENT

- Coordinate with governmental agencies
- Coordinate subcontractor activities
- Manage workforce
- Provide survey and control
- Hold weekly progress meetings

PROCUREMENT MANAGEMENT

- Coordinate equipment and material packages
- Expedite procurement long lead items
- Review shop drawings and submittals
- Manage equipment and material deliveries
- Equipment and materials storage
- Provide inventory control
- Coordinate owner provided items

SAFETY

- Implement site safety plan
- Coordinate egress pathways with Azura staff
- Address noise issues with interior remodeling
- Prepare jobsite security plan
- Provide interim life safety measures
- Coordinate utility outages/turnover
- Weekly safety reporting
- Subcontractor safety training and monitoring

SCHEDULING

- Provide master CPM schedule
- Update schedule regularly
- Integrate subcontractor schedules

COST CONTROL

- Develop schedule of values and monitor
- Provide payment process to subcontractors
- Provide monthly project cost reports

QUALITY ASSURANCE

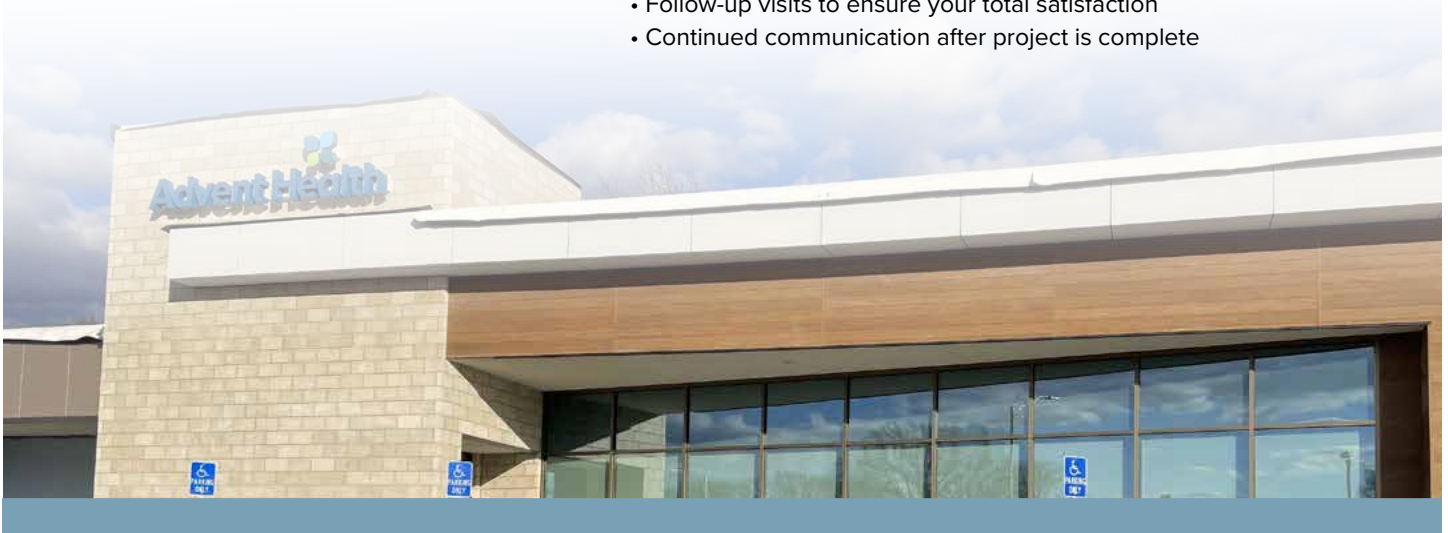
- Include quality guidelines & expectations in bid packages
- Select quality subcontractors
- Evaluate subcontractor workmanship
- Coordinate testing
- Coordinate inspections

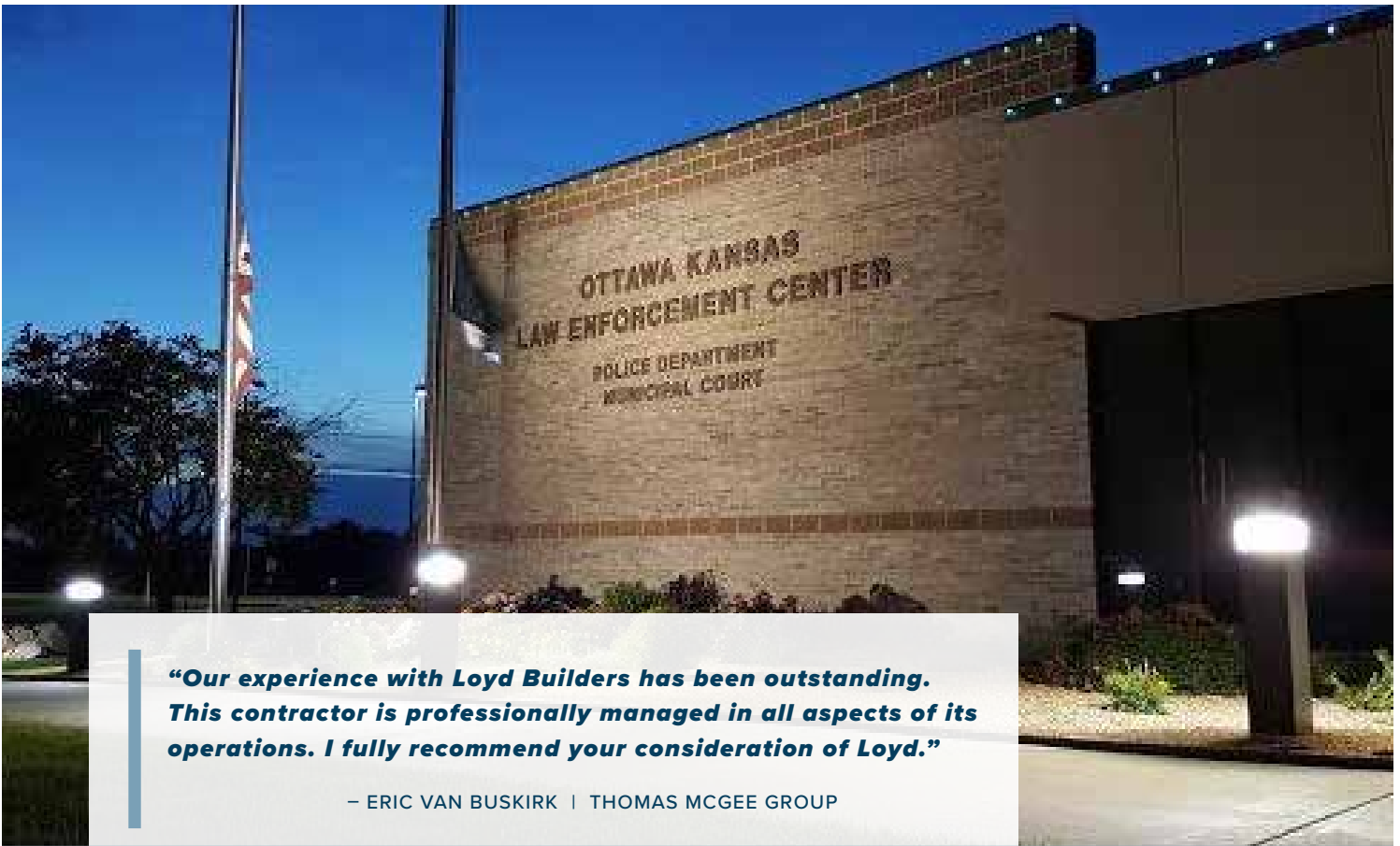
OWNER OCCUPANCY

- Coordinate punch-list completion
- Complete inspection process
- Provide certificate of occupancy
- Prepare and coordinate all operating manuals
- Provide operation and maintenance training
- Furnish manufacturer product & installation warranties
- Require subcontractors to warranty work for 1 year

WARRANTY OVERSIGHT & POST PROJECT FOLLOW-UP

- Coordinate 11-month walk-through
- Evaluate equipment and systems
- Correct warranty deficiencies if needed
- Periodic review of building performance
- Follow-up visits to ensure your total satisfaction
- Continued communication after project is complete





INSURANCE & BONDING

SURETY & BONDING

Thomas McGee Group / Risk Strategies

Eric Van Buskirk | (800) 423-9044

PO Box 419013 | Kansas City, MO 64141

We have provided a letter from our surety company on Page 35 indicating our firm’s ability to obtain the necessary performance and payment bond.

FINANCIAL INSTITUTION

Landmark National Bank

Ryan Wedel, Senior Vice President | (785) 228-8628

701 Poyntz Avenue | Manhattan, KS 66505

We have provided a letter from our financial institution on Page 36.

INSURANCE

Lockton Companies

Darlene Ahner | (816) 960-9000

444 W. 47th Street, Ste 900 | Kansas City, MO 64112

We have included a copy of our Certificate of Insurance on Page 37. Additional coverages may be obtained as needed based on the requirements of the project.



July 12, 2023

Ms. Kerry Sull
City of Emporia
104 E. 5th Avenue
Emporia, KS 66801

Re: Contractor Prequalification

Dear Ms. Sull:

It is my understanding that you are considering the services of Loyd Builders, Inc. I am pleased to respond in this regard.

Thomas McGee Group has been associated with Loyd Builders, Inc. since 1993. The bonds provided on behalf of this contractor are underwritten by Amerisure Mutual Insurance Company. We typically do not share information regarding established lines of credit. I can confirm that the surety is prepared to consider individual contracts in excess of \$50,000,000 and an aggregate contract program in excess of \$100,000,000. This letter is not to be construed as an agreement to provide surety credit for any particular project, but rather is offered as an indication of our past experience and confidence in this firm. Any request for bonds is a matter between Loyd Builders, Inc. and the surety and will be underwritten based on its own merits. The surety assumes no liability to any party if for any reason they do not execute said bonds. Our experience with Loyd Builders, Inc. has been outstanding. This contractor is professionally managed in all aspects of its operation.

I fully recommend your consideration of Loyd Builders, Inc. Please call with any questions that you may have in this regard or if I may be of further assistance.

Sincerely,

Thomas McGee Group

Eric Van Buskirk



July 12, 2023

City of Emporia
Kerry Sull, City Clerk
104 E 5th Avenue
Emporia, KS 66801

RE: Loyd Builders, Inc.

To Whom It May Concern,

This letter is intended to serve as a banking relationship reference for Loyd Builders. We have assisted Loyd Builders dating back to 2013.

They have an existing banking relationship with Landmark National Bank that includes a revolving line of credit as well as depository accounts that maintain strong account balances.

Further, we have financed projects in which Loyd Builders was the general contactor for other bank customers over the years and have observed them to do a superb job in each and every one of those projects.

If you have questions or I can be of additional assistance, please let me know. I can be reached at 785-228-8628.

Sincerely,

Tim Metz
Senior Vice President

Home Office:
701 Poyntz / PO Box 308
Manhattan, KS 66505
800.318.8997

BankLandmark.com





CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

12/19/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): F-MAIL ADDRESS:	
INSURED 1401347 LOYD BUILDERS, INC. 2126 S. ELM STREET OTTAWA KS 66067		INSURER(S) AFFORDING COVERAGE INSURER A: Depositors Insurance Company 42587 INSURER B: AMCO Insurance Company 19100 INSURER C: ALLIED Property and Casualty Ins. Co. 42579 INSURER D: INSURER E: INSURER F:	

COVERAGES * **CERTIFICATE NUMBER:** 19115257 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	N	N	ACP3100466959	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	ACP3100466959	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	ACP3100466959	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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	ACP3100466959	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT	N	N	ACP3100466959	1/1/2023	1/1/2024	\$25,000 LIMIT PER ITEM

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

CERTIFICATE HOLDER

19115257
PROOF OF INSURANCE

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

Joseph M. Agnello

ACORD 25 (2016/03)

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“I’ve worked with many other contractors on many other projects. I’ve told Loyd Builders this many times – this was the best building experience I’ve ever had.”

– MATT HEYN, FORMER CEO | ADVENTHEALTH OTTAWA

REFERENCES

In addition to references offered in our team resumes and the project profiles of this proposal, we offer the following client and design professional references:

Tom Konrade, Corporate Facilities Manager
Everyg
(785) 508-2628 | tom.konrade@everyg.com

Richard Nienstedt, City Manager
City Manager (retired), City of Ottawa
Interim City Manager, City of Topeka
(785) 242-8552

Dr. Brian Inbody, President
Neosho County Community College
(620) 431-2820 | binbody@neosho.edu

Ryan Cobbs, Superintendent
USD 290
(785) 229-8010 | cobbsr@usd290.org

Rick Gehlbach, Facilities Management
Johnson County (Shawnee MedAct project)
(785) 706-6382

Darron Ammann, Senior Vice President
Bartlett & West
(785) 749-9452 | darron.ammann@bartwest.com

James Latimer, P.E., LEED, Vice President
Latimer, Sommers & Associates
(785) 233-3232 | jlatimer@lsapa.com

Margie Hinderliter, Community President
Oak Star Bank
(785) 521-3775 | mhinderliter@oakstarbank.com

WHY CHOOSE LOYD BUILDERS?

*We know you have many qualified contractors to choose from.
Here's what sets us apart:*



We have extensive experience with similar construction, including municipal fire, EMS and public safety projects.

Our team has extensive experience working with local governments to construct quality and cost-effective facilities to serve the public good. In recent years, we've completed more than \$253 million in similar city and county-owned facilities. As a long-standing partner for local governments, we understand the importance of communication, transparency and careful oversight of every dollar.



We have current relationships & experience working in Emporia and partnering with local subcontractors.

We are currently the Construction Manager at Risk on the new Evergy project in Emporia. Because of that experience, we bring the value of existing relationships with local subcontractors and city/county officials, and we go the extra mile to maximize the engagement and use of local subcontractors and businesses.



We have a track record of making every dollar count.

When it comes to publicly-funded projects, we understand that every dollar counts. That's why we thrive in the CMAR delivery method and in the pre-construction process, which allows us to work as a team to identify innovative, value-driven ideas. With similar projects, we've been able to offer solutions that resulted in significant cost-savings, allowing the communities to come in under budget or add to the project while staying within budget. Through it all, you can count on us to be focused on the bottom line as if it were our own.



We deliver large-scale construction experience with personal attention and responsiveness.

With more than 64 years in business, we bring all the capabilities of a large construction firm, but with the accessibility and attentiveness of a small one. With Loyd Builders, you'll have direct access to the owner of the company and a team of friendly, hardworking experts who will be there for you before, during and long after the construction process.

HERE'S WHAT OUR PARTNERS SAY:



"The most significant factor in selecting Loyd Builders was their ability to communicate with elected officials, county staff and citizens. Everyone wants to be informed when such a large public project is transpiring."

SHERIFF FRANK W. KELLY
MIAMI COUNTY



"I would hire Loyd Builders again without a doubt if I had it to do it all over again."

FORMER SHERIFF
ROBERT CRAFT
MARION COUNTY



"Throughout the project, Loyd's team provided valuable input on alternatives for cost savings and overall long-term cost savings. They kept me well informed about the status of the project and that enabled me to keep the County Commission updated."

LISA JOHNSON
FORMER COUNTY ADMINISTRATOR
FRANKLIN COUNTY



"Loyd Builders was a great partner throughout the project and beyond. We communicated frequently during the project and they were responsive to all of our inquiries and requests. I highly recommend Loyd Builders for your upcoming project."

SHERIFF JEFF RICHARDS
FRANKLIN COUNTY

TREANORHL

"They always seem to have the best interest of the client in mind and are very forward thinking in their efforts to head off unforeseen construction conflicts ... They were easy to work with. We were able to approach construction as a team, where they showed professionalism, integrity & commitment to their work."

DAN ROWE, AIA, LEED AP
TREANORHL



"Loyd Builders is very collaborative, honest and sincere in their approach to working with the client and design team. Their team's ego-less approach and willingness to give the extra effort keeps projects running smoothly and efficiently."

MARSHA HOFFMAN, AIA
SFS ARCHITECTURE

Bartlett
& West

"Loyd Builders goes out of its way to understand concerns, suggest options and solutions, deeply understand critical financial and budget concerns and help solve challenges that may be encountered. Having a trusted advisor overseeing projects and working hand-in-hand from start to finish is what separates Loyd Builders from other contractors."

DARRON AMMANN
BARTLETT & WEST



"We have worked with Loyd Builders for nearly 25 years ... Unlike many other contractors, we have found their projects are invariably of high quality and have very successful outcomes."

JAMES LATIMER, P.E.
VICE PRESIDENT
LATIMER SOMMERS & ASSOCIATES



CONSTRUCTION MANAGEMENT AT RISK SERVICES
EMPORIA FIRE STATIONS
STATEMENT OF QUALIFICATIONS | 07.24.2023





We build differently.

CORE VALUES

McCownGordon was founded in 1999 with the idea the industry was ready for a different kind of construction company. One focused on the client first. Today, we are known for being transparent, performance-driven and client-focused—while always remaining true to our foundational core values of Integrity, Performance and Relationships.

ESOP

Our team is proud to be 100% employee owned through an Employee Stock Ownership Plan (ESOP). The ESOP allows shared governance, shared responsibility and shared rewards - it fits with our entrepreneurial spirit and empowered style. For our clients, that means we're deeply invested in every project because our success is tied to theirs.

CUSTOMER EXPERIENCE PROMISE

Construction projects are inherently complex, long-lasting endeavors with uncontrollable forces, like the weather, often causing additional challenges. With few exceptions, most clients must rely on the construction management firm to guide them through the process. At McCownGordon, we promise to make the process straightforward and smooth, delivered by accessible and helpful people focused on building genuine and long-standing relationships.

TABLE OF CONTENTS

SECTION 1 | Cover Letter

SECTION 2 | Firm Profile

SECTION 3 | Project Experience

SECTION 4 | Project Team

SECTION 5 | Project Approach

SECTION 6 | Financial Information

SECTION 7 | References

SECTION 7 | Other Information



OUR CULTURE IS LIKE NO OTHER.

To learn more, click play or scan with your camera app.

DATE

July 24, 2023

TO

Kerry Sull
City Manager's Office
104 E 5th Ave, PO Box 928
Emporia, KS 66801

RE

Qualifications for Construction
Manager at Risk for Emporia Fire
Stations

**McCOWN
GORDON**
CONSTRUCTION
1880 KIMBALL AVE #200
MANHATTAN, KS 66502

Dear Kerry and Selection Committee,

The McCownGordon Construction team is privileged to work alongside municipalities like the City of Emporia to create environments that support best-in-class services for their communities. Thoughtfully designed and well-built fire stations enable the efficient delivery of public safety services to the citizens and businesses of Emporia. Serving those who serve others is a way of life for us.

DOLLAR ON EVERY DECISION. Our proposed construction team has the ingenuity and skill it takes to create cost-saving, schedule-driven solutions for the Emporia Fire Stations. Creative preplanning and early exploration **ensure every dollar is maximized.** Our team will work closely with Archimages to take a deep dive into your project to analyze all available options and identify innovative solutions - including cost information - to give you the best possible outcome. We will also evaluate life cycle costs to balance first costs against long-term operational and maintenance costs. Ensuring you know how and where your funds are being utilized is a priority for our team.

This puts you in the driver's seat. You get to choose the right options to fit your needs.

USER EXPERIENCE. The mental and physical well-being of first responders is a top priority. Our team and Archimages will collaborate to create spaces that foster physical, emotional and mental healing, enhancing the working and living conditions of these brave individuals serving Emporia. With a focus on thoughtful and purposeful construction practices, the environment in these fire stations will promote overall health and provide necessary resources.

KNOWLEDGE & EXPERIENCE IN EMPORIA. Over the last three years, our team has participated in ten successful construction projects within your community. This has allowed us the opportunity to work with local and regional trade partners, City officials and community leaders. Partnering with Emporia Public Schools USD 253 to improve the educational environment for local kids has been an honor. We look forward to the opportunity to partner with the City of Emporia to continue working in the community and to improve the built environment for firefighters and emergency responders.

We acknowledge and accept the terms indicated in the Request for Qualifications.

Sincerely,



Brian Fuemmeler
Principal in Charge

CONSTRUCTION MANAGEMENT AT-RISK EXPERIENCE

We leverage our partnership approach through the Construction Manager at Risk delivery method immediately integrating with your internal project team and the Archimages design team. This allows McCownGordon to provide cost effective and creative solutions to drive project success.

Our experience with construction management at-risk is proven and verifiable.

Ninty-five percent of McCownGordon's projects are delivered under a collaborative delivery method. In the past five years, our firm has successfully completed **390 construction management at-risk projects—including 10 with Emporia Public Schools USD 253**. Of those, 82 percent are for repeat clients—concrete proof of our ability to exceed expectations.



Therefore, our team has a tremendous amount of experience providing our clients with the value-added benefits in the preconstruction phase. We appreciate the special requirements of our clients and always strive to find creative, cost-effective solutions to complete these projects on time or ahead of schedule. This, combined with our adherence to our core values will enable us to deliver this project successfully.

On three recent fire station projects, we averaged over 50 cost options, including alternates, totaling over \$700,000 in savings. Cost savings often means the opportunity to add scope.

BENEFITS OF SELECTING McCOWNGORDON

Our team brings value-added solutions and efficiencies to public safety projects to ensure you are paying the right price for your project. You can be confident in McCownGordon as your Construction Manager at Risk partner.



EARLY GMP + TRANSPARENCY // Early engagement reduces changes during construction by aligning expectations and design intent. We share real-time estimating information to ensure we have included what is drawn and addressed everything within our GMP. This process greatly reduces and often eliminates changes once construction begins, ensuring delivery of your project on time and on budget.



BUILDING PERFORMANCE SERVICES // Our in-house building performance solutions group provides structural, mechanical and electrical systems evaluation to ensure value-based decision making. Our engineering experts collaborate with our virtual design and construction specialists to create value for your project. We also manage constructability reviews to improve detailing and coordination.



LIFE-CYCLE EVALUATIONS // Minimize ongoing maintenance costs with comprehensive, up-front material evaluations. Our team will work with Archimages to evaluate options from a holistic view, evaluating first cost, maintenance requirements, impacts on energy consumption and ease of replacement.



FUTURE FLEXIBILITY // You gain a partner when you engage McCownGordon early as your selected construction manager. We will assist the City and the Fire Department throughout the process to ensure you are making informed decisions at appropriate times to allow for future flexibility without sacrificing critical aspects of the project scope. We want to make sure every dollar is maximized and the final facility fits your needs now and for years to come.



PRIMARY CONTACT // Brian Fuemmeler
(785) 789-3100 | bfuemmeler@mccowngordon.com

CLIENT-FOCUSED SERVICE

McCownGordon is 100 percent employee owned and comprised of 597 full-time employee owners. In Manhattan alone, we have 55 employee owners who are excited to work on such an important project in the Emporia community where we have been building projects since 2020.

Our business model is built on delivering value through partnerships. One of our differentiators is managing projects with a customer-focused lens. We get to know you and ask you questions that deepen our understanding of your needs. Then, we make it our mission to show you how our success meshes with yours.

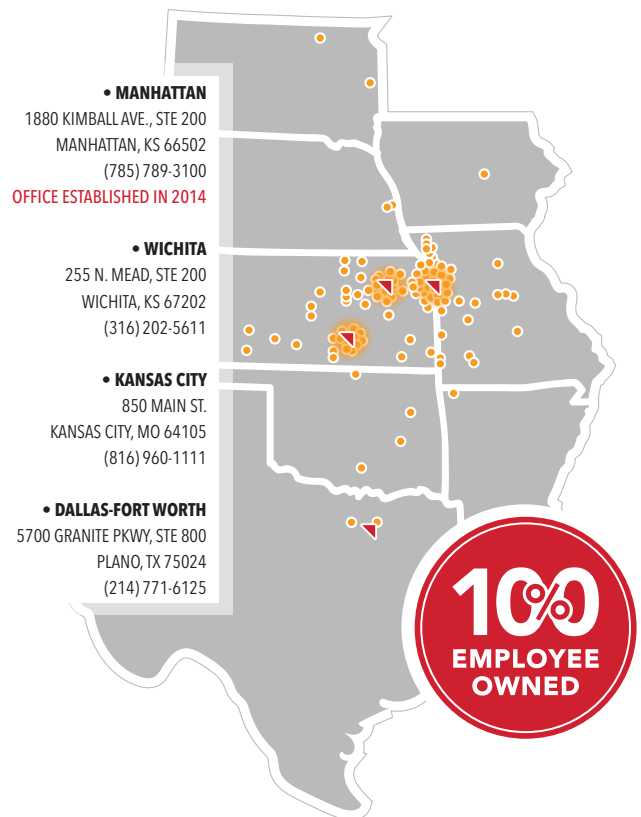
PENDING CLAIMS

At McCownGordon, we live our core values of integrity, performance and relationships. We prioritize honesty and accountability.

In its entire history, McCownGordon has been involved in minimal litigation, arbitration and mediation. Our records are well below industry standards demonstrating our efforts to cultivate lasting relationships with our clients through honest communication. We have two pending lawsuits stemming from an alleged personal injury suffered by Plaintiff on a McCownGordon project. McCownGordon disputes that Plaintiff's injuries were sustained due to the fault of McCownGordon. Discovery is ongoing.

BUILT ON RELATIONSHIPS WHO WE ARE

Since our creation, McCownGordon has delivered quality and value through industry-recognized expertise, knowledge and technical excellence. However, it is through our people and the experience we create for our clients that McCownGordon truly differentiates itself. We are proud to be one of the top construction firms in the region.



FIRM FACTS

- ▶ **FIRM NAME //** McCownGordon Construction // Founded in 1999
- ▶ **ADDRESS //** 1880 Kimball Avenue, Suite 200, Manhattan, KS 66502
- ▶ **PHONE NUMBER //** (785) 789-3100
- ▶ **FORM OF ORGANIZATION //** C-Corporation

THE SOURCE OF KNOWLEDGE IS EXPERIENCE

RELEVANT PROJECT EXPERIENCE

McCownGordon has a deep portfolio of managing construction of civic and public safety projects. In addition, we have a vast amount of fire station, police station, city hall, maintenance facility and 911 call center experience. We successfully interface with regulatory agencies, adhere to local and national standards and maintain high-level security within facilities that operate 24/7. Our experience on these types of projects puts our team at the forefront of public safety construction trends.

90

CIVIC PROJECTS

TRUE STEWARD OF
COMMUNITY FUNDS

14

FIRE STATIONS COMPLETED

\$263M

PUBLIC SAFETY PROJECTS

DEEP EXPERTISE UNIQUE TO YOUR
FACILITY NEEDS

PROVEN EXPERTISE

SELECT FIRE STATION EXPERIENCE

CENTRAL JACKSON COUNTY FIRE PREVENTION DISTRICT (CJCFPD) FIRE TRAINING AND MAINTENANCE FACILITY

\$2.4M | 28,100 SF

CENTRAL JACKSON COUNTY FIRE STATION NO. 6

\$8.6M | 15,500 SF

INDEPENDENCE CITY HALL RENOVATION AND NEW FIRE-EMS STATION

\$10.5 M | 32,500 SF

INDEPENDENCE, MO POLICE AND FIRE COMMUNICATIONS CENTER

\$3.2M | 6,000 SF

JOHNSON COUNTY FIRE DISTRICT STATION NO. 2

\$1.4M | 6,800 SF

KANSAS CITY, MO FIRE STATION NO. 15

\$6.9M | 12,220 SF

KANSAS CITY, MO FIRE STATION NO. 35

\$8.5M | 20,000 SF

KANSAS CITY, MO FIRE STATION NO. 39

\$3.9M | 11,600 SF

LEE'S SUMMIT FIRE STATIONS NO. 4 & NO. 5

\$18.6M | 24,200 SF

OVERLAND PARK, KS FIRE STATION #41

\$10M | 16,500 SF

OVERLAND PARK, KS FIRE STATION #48

\$5.8M | 10,000 SF

RAYTOWN FIRE PROTECTION DISTRICT FIRE STATIONS NO. 1 AND NO. 2

\$7M | 33,450 SF

SHAWNEE JUSTICE CENTER & FIRE STATION NO. 72

\$18.4M | 80,420 SF

SHAWNEE FIRE STATION NO. 74

\$3.8M | 9,200 SF

KEYS TO A SUCCESSFUL PROJECT

FIRE STATION

Considering our extensive fire house construction experience, we have compiled a list of critical decisions that should be made early in the process. Because these all have cost implications, including them early in the process will aid in future decisions.

HVAC EQUIPMENT DESIGN

Multi-split HVAC vs. VRF // Apparatus Bay Exhaust Solution

APPARATUS BAYS

Overhead doors vs. Four-fold doors // Compressed air // Adequate spacing between fire trucks // Underslab radiant heaters // Overhead coordination: compressed air, water fill lines and light fixtures // Gear lockers

NATURAL LIGHT AND VISION GLAZING

Garage doors // Clerestories // Skylights

EFFECTIVE LED LIGHTING AND LIGHTING CONTROLS

First time cost vs. payback

SEPARATION OF SPACES

Clean vs. containment

CONCRETE FLOOR FINISHES AND ADMIXTURES

Hardeners // Densifiers // Dust proofers
Sealers // Joint sealants // Polished floors

TRENCH DRAINS

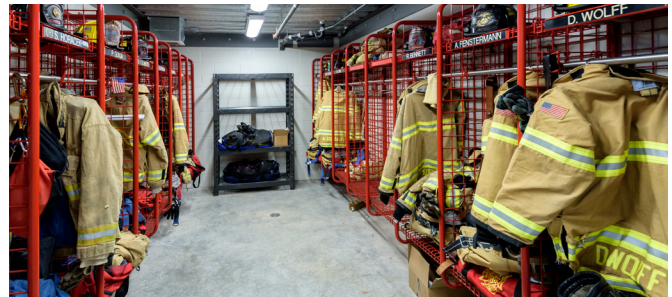
Linear drains under trucks in apparatus bay

SITE PAVING

Concrete vs. Asphalt // Durability // Longevity

BUNK ROOMS

Individual bathrooms // Lockers



CITY OF LEE'S SUMMIT

FIRE STATION NO. 4 AND NO. 5

McCownGordon is constructing the new Lee's Summit Fire Stations No. 4 and 5 that replace the city's oldest stations. The stations will mirror one another and have identical designs. Neither existing fire station meets current design standards nor includes the needed space for their operations. Due to the cost and availability of land, both stations were anticipated to be built on small parcels, approximately one acre in size. Our team was engaged with the Fire Department before design commenced and before parcels of land were purchased to analyze two probable sites to ensure that they would be able to support the stations and necessary site development.

Because of the limitations on parcel size, a two-story design was developed. To make design and construction as efficient as possible, these projects are being advanced as a single 12,000 SF prototypical design that will be constructed at each site. Current best practices with regards to contaminant control, frequently called Hot Zone design, as well as design methodology that focuses on improving mental and behavioral health and reducing sleep deprivation are being implemented on this project. Of paramount importance is the health and wellness of the crew, which guides design decisions for all fire station projects.

To maximize the budget, the McCownGordon offered extensive list of cost options, such as different MEP systems and roof options. Our team evaluated the feasible roof systems and their extended warranties by hosting the manufacturer and providing Lee's Summit with the opportunity to ask questions directly to roofing experts, ensuring the best product was selected.

McCownGordon is placing the safety of adjacent neighbors as a top priority and is dedicated to keeping a clean construction site. The project team has already communicated with neighboring businesses to evaluate how the construction traffic will impact their operations and has created a detailed plan to ensure the construction process is as least disruptive as possible.



PROJECT FACTS

LOCATION Lee's Summit, MO

SIZE 12,000 SF each

DELIVERY Construction Management at Risk

ORIGINAL GMP \$16,800,000

ACTUAL COST Tracking on budget

ORIGINAL SCHEDULE January 2024

ACTUAL COMPLETION On schedule

OWNER REFERENCE Brian Austerman | (816) 969-1302

ARCHITECT OF RECORD GLMV Architecture

CITY OF OVERLAND PARK

FIRE STATION NO. 48



READ MORE how this fire station will offer training to high school kids.

As the population of southwest Overland Park grew, the need for an additional station to field the increased call volume and reduce emergency response times became clear. The City contracted with McCownGordon through a collaborative delivery to build their new station on the existing campus at Blue Valley Southwest High School.

Firefighter health, safety and well-being was top of mind for the new facility. Innovative design concepts help reduce the risk of cancer and infectious disease to firefighters as well as enhance fire station operations and service delivery. Vehicles can be driven in and out of the station without the danger of backing up, which increases safety. With eight private bunk rooms and nearby gender-neutral bathrooms, the station can accommodate any fire company.

Located on an active high school campus, the team paid close attention to site security and safety. Deliveries were coordinated to avoid school start and release times, and the team collaborated with the high school to ensure noise did not affect the learning environment.

CASE STUDY

Cost Control Methods & Cost Estimates

Budget is always a top construction concern. At the height of the pandemic, the City faced budget challenges on this fire station. Upon finalizing the first estimate, the project was approximately \$600,000 over the city's budget.

Through an extensive cost evaluation process steered by McCownGordon, our team developed **43 cost options**, totaling \$985,000 in savings. As the final GMP was developed, **\$620,000 in cost savings were accepted** and incorporated into the final design. **The final project cost was under the city's budget by \$20,000.**

PROJECT FACTS

LOCATION Overland Park, KS

SIZE 10,000 SF

DELIVERY Construction Management at Risk

ORIGINAL GMP \$5,900,000

ACTUAL COST \$5,900,000

ORIGINAL SCHEDULE November 2021

ACTUAL COMPLETION November 2021

OWNER REFERENCE Tony Rome | (913) 895-6000

ARCHITECT OF RECORD SFS Architecture



CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT (CJCFPD)

FIRE STATION NO. 6

McCownGordon is collaborating with SFS Architecture for the new construction of Central Jackson County Fire Station 6. The 16,000 SF station will feature four apparatus bays with radiant heat providing a comfortable and durable environment for firefighters. Serving the Central District, the station will be located in a residential area near a school. Consequently, the McCownGordon team and CJCFPD are collaborating to maximize the safety of the neighboring residents.

McCownGordon has been working hand-in-hand with SFS and CJCFPD to review an extensive list of cost options while staying on course with the preconstruction timeline. In order to maximize the budget, the McCownGordon | SFS team is collaborating with consultants, expert matter vendors and trade partners to propose solutions and plan ahead for any potential challenges that may arise.

After touring and evaluating other stations, collaborating with engineers and utilizing our in-house Building Performance Solutions group, our team has offered three options for the MEP systems in this station. Our close collaboration and extensive early involvement with budget input allowed the team to make the right choice and allow the design to progress as planned.



PROJECT FACTS

LOCATION Grain Valley, MO

CLIENT Central Jackson County Fire Protection District

REFERENCE Kirk Lair | (816) 229-2522

SIZE 16,000 SF

ORIGINAL GMP \$10,500,000

ACTUAL COST TRACKING Tracking on budget

INITIAL SCHEDULE 10/1/2022 - 9/1/2023

FINAL SCHEDULE On schedule

ARCHITECT SFS Architecture

REFERENCE Kwame Smith | (816) 541-2288



SIZE 12,220 SF
CONSTRUCTION COST \$6,900,000
COMPLETION DATE 2019
DELIVERY METHOD Construction Management At-Risk
OWNER REFERENCE Ingrid Bunn | (816) 513-2520
 ingrid.bunn@kcmo.org
ARCHITECT DRAW Architecture + Urban Design
ARCHITECT REFERENCE Dominique Davison
 (816) 531-8303 | dominique@drawarch.com

KCMO FIRE STATION #15

KANSAS CITY, MISSOURI

The new fire station is made up of three drive-through apparatus bays. Bunkrooms, showers, bathrooms, a kitchen, fitness area, watch room and various support areas, such as a decontamination space, lockers and an industrial laundry space are all included. The space features a lobby, public restrooms, a public patio and visitor parking. The new state-of-the-art station is built with structural steel, wood and terracotta siding, a water reclamation system and an energy-efficient VRF (variable refrigerant flow) mechanical system.

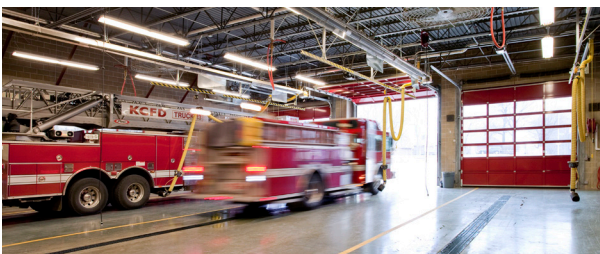


KCMO FIRE STATION #35 KANSAS CITY, MISSOURI

Fire stations must combine comfort and durability, presenting a welcoming environment that allows firefighters to focus on the job rather than upkeep of their space. The design-build team presented a plan that used high-performing but low maintenance materials to create an airy and appealing facility. The two-story building centers on a spacious day room, where abundant windows provide natural lighting to a television lounge area and kitchen. The interior is built to stand up to tough treatment with masonry walls, epoxy flooring in the dayroom and kitchen and exposed concrete flooring elsewhere.



SIZE 20,000 SF
CONSTRUCTION COST \$8,500,000
COMPLETION DATE 2009
DELIVERY METHOD Design-Build
OWNER REFERENCE Ingrid Bunn | (816) 513-2520
 ingrid.bunn@kcmo.org
ARCHITECT Hoefer Welker
ARCHITECT REFERENCE Ken Henton | (913) 307-3700
 ken.henton@hoeferwelker.com



SIZE 11,600 SF
CONSTRUCTION COST \$3,900,000
COMPLETION DATE 2011
DELIVERY METHOD Design-Build
OWNER REFERENCE Ingrid Bunn | (816) 513-2520
 ingrid.bunn@kcmo.org
ARCHITECT Hoefer Welker
ARCHITECT REFERENCE Ken Henton | (913) 307-3700
 ken.henton@hoeferwelker.com

KCMO FIRE STATION #39 KANSAS CITY, MISSOURI

Highly pleased with their Fire Station 35 facility, the City of Kansas City, MO, turned to the same team to build a second fire station. Desiring comfort and durability, the team placed a strong focus on quality materials with low maintenance, functional layout and an appealing environment. The facility also features a weight room, ten bunkrooms, two Captain rooms, bathroom and shower areas, three apparatus bays, and a rain garden. Split system air conditioning allows each firefighter to control their own temperature. Durable finishes complete the space making it ideal for easy maintenance.



RAYTOWN FIRE STATIONS #1 & #2

RAYTOWN, MISSOURI

Fire Station #1 serves as the Battalion headquarters, which houses firefighters, a fire marshal and the administrative staff. With a complete overhaul of both the interior and exterior of the facility, the station doubled in size to accommodate a new training facility and extended administrative areas. Fire Station #2 was demolished and rebuilt with the exception of the apparatus bays. A new storage and maintenance facility was also constructed.



SIZE 33,450 SF

CONSTRUCTION COST \$7,000,000

COMPLETION DATE 2008

DELIVERY METHOD Design-Build

OWNER REFERENCE Matthew Mace | (816) 737-6034

matthewm@raytownfire.com

ARCHITECT Hoefer Welker

ARCHITECT REFERENCE Ken Henton | (913) 307-3700

ken.henton@hoeferwelker.com



SIZE 80,420 SF

CONSTRUCTION COST \$18,400,000

COMPLETION DATE 2008

DELIVERY METHOD Design-Build

OWNER REFERENCE Bert Schnettgoecke | (913) 742-6271

bschnettgoecke@cityofshawnee.org

ARCHITECT Hoefer Welker

ARCHITECT REFERENCE Ken Henton | (913) 307-3700

ken.henton@hoeferwelker.com

SHAWNEE FIRE STATION NO. 74

SHAWNEE, KANSAS

After successfully completing the Shawnee Justice Center and Fire Station No. 72 with McCownGordon, the city turned to our team again for their next station. This project was part of the city's Capital Improvement Plan, and prepares the City to better serve the growing community.

The facility includes two drive-through apparatus bays and accommodates a captain and five firefighters. A featured element of the station are the apparatus bays' bi-fold doors, which add ease of use and increased safety performance for the firefighters. The building's exterior includes a combination of EIFS, cast stone and brick, designed to fit in with the neighborhood's aesthetic.

SHAWNEE JUSTICE CENTER AND FIRE STATION NO. 72

SHAWNEE, KANSAS

McCownGordon was chosen as the design-builder to construct the Shawnee Justice Center, the City's first LEED Certified building. The project included a fire station, police station and courthouse. The City desired a semi-traditional design that reflected the importance and nature of the functions occupying the facilities. This was accomplished by designing a public safety campus that utilized consistent brick, stucco and metal panel veneer throughout, but gave each department its own separate identity.



SIZE 9,200 SF

CONSTRUCTION COST \$3,800,000

COMPLETION DATE 2019

DELIVERY METHOD Construction Management At-Risk

OWNER REFERENCE Bert Schnettgoecke | (913) 742-6271

bschnettgoecke@cityofshawnee.org

ARCHITECT WSKF Architects

ARCHITECT REFERENCE Rick Kuhl | (816) 300-4101

rkuhl@wskfarch.com

EXPERIENCE IN THE COMMUNITY

EMPORIA, KS

Our proposed team has extensive experience within the Emporia community. They have a deep understanding of the local dynamics, having worked on numerous projects across the city. With their established presence and connections, our team is well-equipped to navigate the unique challenges and opportunities presented by the Emporia community.



COMMUNITY INVOLVEMENT

Kansas Governor Laura Kelly and USD 253 Board President Art Gutierrez cut the ribbon on the new Jones Early Childhood Development Center with the help of the students and McCownGordon Construction team.

EMPORIA PUBLIC SCHOOLS

2019 SCHOOL BOND PROJECTS

Emporia Public Schools passed a \$78M bond in 2019. McCownGordon was selected as the Construction Manager at Risk to manage more 10 **individual projects**. These projects range from new ground up facilities to additions and renovations at existing school sites. McCownGordon managed construction services on many active K-12 campuses and formed strong relationships with building personnel and community members. We connected with neighbors to the schools and discussed our operations with them so they understood our operations and we will need to do the same with the residential houses across the alley from the new Fire House location.

Jones Early Childhood Development Center | New Construction | \$10,899,590 | 50,000 SF

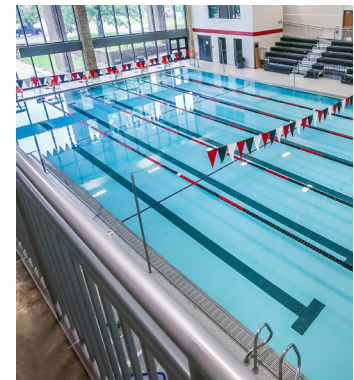
The Jones Early Childhood Development Center is a transformational facility for students in their earliest years with USD 253 because it was designed specifically for early childhood education. This facility is more than a place of learning and connection—it offers students the greatest opportunity for future success.

The new, 50,000 SF facility features expanded classrooms and learning environments, hallway commons, a library, in-house community resource space, student health suite, food pantry, indoor activity areas and an inclusive playground.



Emporia High School | Addition & Renovations | \$18,500,000 | 42,000 SF

Emporia High School enhanced STEM education with a new state-of-the-art 30,000 square-foot science department that includes a storm shelter. The new science department has three dedicated lab spaces and nine classroom spaces. Breakout rooms were added to aid in independent study for students, while still allowing teacher supervision. Within the common space is a learning stair area that can be used for presentations by both teachers and students. The existing science wing has been renovated into new special education rooms, updated classrooms and collaborative student learning areas. Band, music and art rooms also received renovations. The building's mechanical and electrical systems were upgraded and the natatorium was repaired.



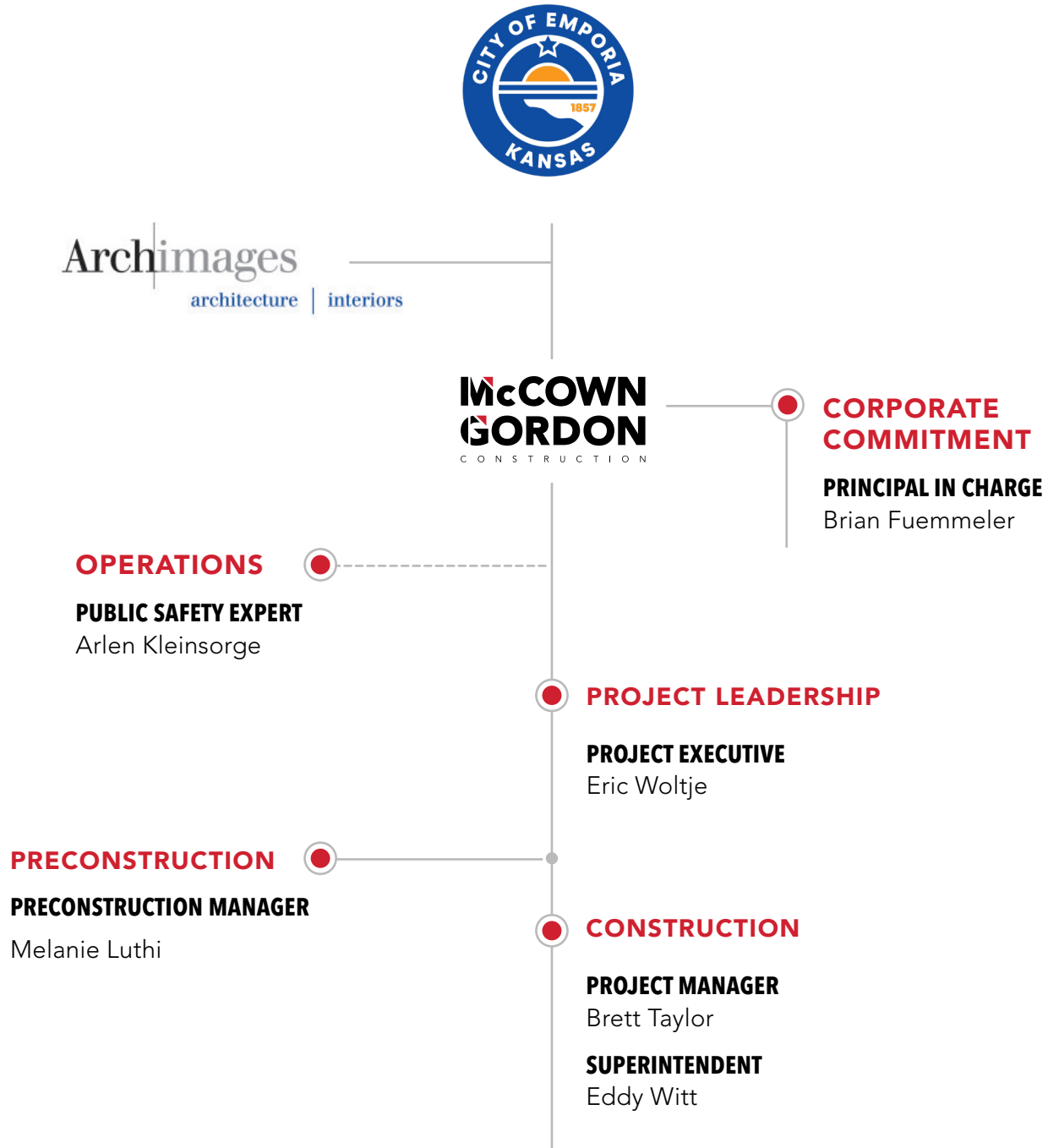
Walnut Elementary | Addition & Renovations | \$6,500,000 | 38,000 SF

A new storm shelter, gym and four new classrooms were added at Walnut Elementary. The front office was expanded to incorporate student support spaces and a secure building entrance. The kitchen was expanded and the cafeteria that once doubled as a gym has new life as a multipurpose space. The mechanical and electrical systems were also upgraded during the project.



OUR PEOPLE ARE OUR GREATEST ASSET

PROPOSED TEAM EXPERIENCE





BRIAN FUEMMELER

PRINCIPAL IN CHARGE

With over 20 years of professional construction experience, Brian's leadership and dedication to his projects is evident. Clients appreciate his results-driven approach.

Brian is the market leader for our Manhattan office and services communities across the region. As principal in charge, Brian will be involved in the project at the earliest stages to understand your goals and set the team up for success. He is accountable for ensuring the project team has all the resources necessary to deliver top-notch performance and the City of Emporia receives the best customer experience.

EDUCATION

*A.S. Construction Management
Metropolitan Community College*

B.S. Criminal Justice, Washburn University

AWARDS

Defense Meritorious Service Medal,
Company Search, 2009

American Subcontractors Association
of Kansas City Project Manager of the
Year Nominee, American Subcontractors
Association of Kansas City, 2008

Bronze Star for Service, Company Search,
2004

COMMUNITY INVOLVEMENT

Manhattan Economic Development
Committee

Manhattan Area Chamber of Commerce -
Military Relations Committee

FEATURED PROJECT EXPERIENCE

City of Manhattan

Joint Maintenance Facility
Manhattan, Kansas
77,000 SF | \$20,200,000

Emporia Public Schools USD 253

Jones Early Childhood
Development Center
Emporia, Kansas
50,000 SF | \$10,600,000

Emporia Public Schools USD 253

Emporia High School Addition &
Renovation
Emporia, Kansas
72,000 SF | \$18,500,000

Emporia Public Schools USD 253

Emporia Middle School
Additions and Renovations
Emporia, Kansas
48,000 SF | \$16,100,000

Emporia Public Schools USD 253

Logan Avenue Elementary
Addition & Renovation
Emporia, Kansas
15,000 SF | \$5,400,000

City of Kansas City, Missouri

Kansas City Regional Law
Enforcement Memorial Garden
Kansas City, Missouri
112,000 SF | \$2,400,000

Cloud County Community College

Cloud County Community
College Tech Education &
Innovation Center
Concordia, Kansas
34,385 | \$17,000,000



ARLEN KLIENSORGE

PUBLIC SAFETY ADVISOR

With a 20-year tenure at McCownGordon, Arlen has played an integral role in establishing the firm's civic and federal markets. He has managed countless teams for diverse project types including courthouses, city halls, fire stations, public works and parks and recreation facilities, data centers, community centers and office/administration buildings.

As public safety expert, Arlen will be readily available as a resource to the project team during the entire duration of the Emporia Fire projects. He has led teams on 22 fire stations and civic facilities, totaling more than \$180 million. Arlen's unique expertise will be invaluable to the team during the preconstruction phase by bringing technical and innovative construction strategies. He will also assist the operations teams at key milestone dates to help achieve on-time and in-budget delivery.

EDUCATION

*B.S. Construction Management
Kansas State University*

TRAINING

Adult CPR/First Aid
LEED AP
OSHA 10 Hour
OSHA 30 Hour

AFFILIATIONS

Southwest Johnson County Economic
Development Board Member/Vice-
President

AWARDS

Project Manager of the Year Nominee,
American Subcontractors Association of
Kansas City, 2017

FEATURED PROJECT EXPERIENCE

Central Jackson County Fire Protection District

Fire Station 6
Grain Valley, Missouri
16,000 SF | \$10,500,000

Johnson County Fire District #1

Fire Station (Public Safety Station
No. 2)
Gardner, Kansas
6,800 SF | \$1,400,000

Johnson County Fire District #1

Fire Station 123 Renovation and
Addition
Gardner, Kansas
2,100 SF | \$343,000

Kansas City Missouri Fire Department

Fire Station 15
Kansas City, Missouri
12,220 SF | \$6,900,000

City of Kansas City, Missouri

Fire Station 35
Kansas City, Missouri
20,000 SF | \$8,500,000

City of Kansas City, Missouri

Fire Station 39
Kansas City, Missouri
11,584 SF | \$3,900,000

City of Shawnee

Fire Station No. 74
Shawnee, Kansas
9,200 SF | \$3,800,000

Raytown Fire Protection District

Fire Stations No. 1 and 2
Raytown, Missouri
33,450 SF | \$7,000,000

City of Shawnee

Justice Center & Fire Station 72
Shawnee, Kansas
80,420 SF | \$18,400,000

City of Overland Park

Overland Park Fire Station #48
Overland Park, Kansas
10,000 SF | \$5,900,000

City of Overland Park

Overland Park Fire Station 41
Overland Park, Kansas
16,500 SF | \$11,000,000



ERIC WOLTJE, LEED AP BD+C

PROJECT EXECUTIVE

As project executive, Eric will provide high-level leadership and expertise as the City of Emporia's client manager. He will be actively involved from the beginning to drive innovative solutions focusing on full team collaboration and delivering on your goals for Fire Stations One and Two. Eric will also ensure a seamless transition from the preconstruction phase to construction, a key to overall project success.

FEATURED PROJECT EXPERIENCE

EDUCATION

B.S. Construction Science and Management, Kansas State University

TRAINING

Adult CPR/First Aid
Dale Carnegie
LEED AP, BD+C
OSHA 10 Hour

AWARDS

Project Manager of the Year, American Subcontractors Association of Kansas City, 2014

Project Manager of the Year, Nominee, American Subcontractors Association of Kansas City, 2013

City of Kansas City, Missouri

Fire Station 35
Kansas City, Missouri
20,000 SF | \$8,500,000

City of Shawnee

Justice Center & Fire Station 72
Shawnee, Kansas
80,420 SF | \$18,400,000

Johnson County, Kansas

Fire Station 123 Renovation and Addition
Gardner, Kansas
2,100 SF | \$343,000

Emporia Public Schools USD 253

Jones Early Childhood Development Center
Emporia, Kansas
50,000 SF | \$10,600,000

Emporia Public Schools USD 253

Emporia High School Addition & Renovation
Emporia, Kansas
72,000 SF | \$18,500,000

Emporia Public Schools USD 253

Emporia Middle School Additions and Renovations
Emporia, Kansas
48,000 SF | \$16,100,000

Manhattan-Ogden USD 383

Keith Noll Maintenance Facility
Manhattan, Kansas
12,000 SF | \$2,100,000



BRETT TAYLOR

PROJECT MANAGER

Brett brings an assertive and efficient personality to his project teams. A natural multi-tasker, the varied responsibilities of project management suit him perfectly. In the course of an average workday, he is coordinating with clients and subcontractors, ensuring everyone is in the right place at the right time with the appropriate materials and tools.

As a project manager, Brett will be involved in the day-to-day coordination between the City, Emporia Fire and Archimages. He will be responsible for owner and trade partner contracts, submittals, RFIs, budgets, schedule development and management and running subcontractor and OAC meetings.

FEATURED PROJECT EXPERIENCE

EDUCATION

B.S. Construction Science and Management, Kansas State University

B.A. Business Management, University of Iowa

AWARDS

Project Manager of the Year Nominee,
American Subcontractors Association of
Kansas City, 2018

Kansas City Missouri Fire Department
Fire Station 15
Kansas City, Missouri
12,220 SF | \$6,900,000

City of Kansas City, Missouri
Fire Station 39
Kansas City, Missouri
11,584 SF | \$3,900,000

City of Shawnee
Fire Station No. 74
Shawnee, Kansas
9,200 SF | \$3,800,000

City of Grain Valley
Grain Valley Police HQ
Grain Valley, Missouri
21,000 SF | \$12,300,000

Lee's Summit R7 School District
Missouri Innovation Campus
Lee's Summit, Missouri
134,630 SF | \$29,100,000

Johnson County, Kansas
Johnson County Justice Annex
Olathe, Kansas
47,000 SF | \$5,600,000



*Project completed with previous company.

EDDY WITT

SUPERINTENDENT

Eddy brings over three decades of industry experience to the team and has supervised a wide array of construction projects. His strong, results-driven leadership skills give him and his team the ability to operate effectively under a tight deadline. Eddy is adept in utilizing effective communication techniques to consistently encourage productivity among all team members. **Having worked in Emporia for the last three years, Eddy understands local trade partner engagement, permitting and inspection processes and as subsurface conditions that occur in different parts of the City.**

FEATURED PROJECT EXPERIENCE

US Army Corps of Engineers*

Fire Station 2
Fort Leavenworth, Kansas
82,000 SF | \$33,000,000

Emporia Public Schools USD 253

Jones Early Childhood
Development Center
Emporia, Kansas
50,000 SF | \$10,600,000

US Army Corps of Engineers*

Large Tactical Equipment
Maintenance Facility (TEMF)
Fort Riley, Kansas
\$17,000,000 | 24 Months

Emporia Public Schools USD 253

Emporia Middle School Additions
and Renovations
Emporia, Kansas
48,000 SF | \$16,100,000



MELANIE LUTHI

PRECONSTRUCTION MANAGER

Melanie will lead the estimating and preconstruction process, and is responsible for overseeing the preconstruction scheduling, budgets, quantity take-offs and materials pricing of the project. Her focus is to understand the buildings and systems to develop budget solutions that will maximize value for the City of Emporia. With strong relationships with local trade partners and a focus on transparency, Melanie is a proven asset to the project team.

FEATURED PROJECT EXPERIENCE

City of Manhattan

Aggieville Parking Garage
Manhattan, Kansas
143,000 SF | \$14,500,000

Emporia Public Schools USD 253

Emporia Middle School
Additions and Renovations
Emporia, Kansas
48,000 SF | \$16,100,000

Kansas State University

Morris Family Multicultural
Student Center
Manhattan, Kansas
13,500 SF | \$5,200,000

Derby Public Schools USD 260

Wineteer Elementary
Derby, Kansas
23,000 SF | \$4,400,000

DOLLAR ON EVERY DECISION

PROJECT APPROACH

Our approach hinges on acting as a champion to help the City of Emporia experience the best possible construction process. In preconstruction, we focus on giving you more than an accurate budget and cost options. Recognizing the influence both design and construction have on the final product, our team weighs design innovation, constructability, budget and schedule implications and quality control equally throughout the project. Leveraging the latest construction technology and methods such as 3D modeling, laser scanning and immediate-responsive estimating tools, our team of experts will perform a depth of techniques designed to achieve the following:

COMPREHENSIVE PRECONSTRUCTION

- ▶ Maximize your design by asking the right questions in the earliest planning phases.
- ▶ Leverage your budget to be as efficient as possible, often identifying opportunities to save money in lower priority areas for use in additional space, upgraded finishes, etc.
- ▶ Save money by realizing economies of scale, scheduling efficiencies, optimal systems selections and more.
- ▶ Balancing cost vs. durability and getting it right for the long-term.

By engaging our preconstruction team, you gain a partner who places your best interests foremost in the process and delivers for you every time.

MANAGEMENT PLAN & COMMUNICATION

Our primary goal is to provide value to our clients' projects. Brian Fuemmeler will lead the entire project team, including key City stakeholders and Archimages in creating a Management Plan to establish the best overall approach for the Emporia Fire projects. Our goals for the Management Plan will be to:

- ▶ Define and understand project parameters
- ▶ Establish preliminary budgets
- ▶ Delineate roles and responsibilities
- ▶ Exchange information amongst all stakeholders
- ▶ Establish major milestones
- ▶ Determine project phasing and sequencing.



The Management Plan sets the stage for collaboration and open lines of communication. The Management Plan will help drive the team towards the central goal of adding value from the start of the project when the opportunity for impact is at its peak. Once construction begins, consistent and transparent communication with the City of Emporia ensures your staff understand what activities will happen in the upcoming weeks, what is occurring short-term, and when to expect completion for each phase.

COST ESTIMATING

REAL-TIME COST ESTIMATING

One of McCownGordon's most important roles during preconstruction is to provide timely, accurate and detailed budgeting. We prepare an initial estimate for the project using both in-house historical data and trade partner input.

Engaged throughout design with Archimages, we will provide budget updates and systems analyses to support major decisions without the need for the design team to produce documents for every option. We provide a **"dollar on every decision"** and enable the entire group to have budget confidence as design progresses.

We present a fully-detailed estimate document at the following stages:

- ▶ SCHEMATIC DESIGN
- ▶ DESIGN DEVELOPMENT
- ▶ 50% CONSTRUCTION DOCUMENTS

COST OPTIONS

We challenge the status quo by researching alternate materials, means and methods that could yield cost savings without compromising the design intent or functionality of the building. Our team is diligent in keeping current with the latest technologies and breakthroughs relating to construction materials. When evaluating and selecting materials, we analyze and compare items such as availability, upfront cost, durability and maintenance cost.

This process will be shared with you as a detailed list of cost options that the entire project team will discuss before you will select the one that is right for Emporia. We will keep a comprehensive list of the options presented, selection made and reason for the selection throughout the design and GMP process.

CLIENT VALUE

McCownGordon's preconstruction team provides the **most detailed and complete information for the designer and owner.**

This empowers you to make informed decisions with confidence.

COMPREHENSIVE ESTIMATE DOCUMENT

- ▼ Master Budget
- ▼ Construction Cost Summary
- ▼ Detailed Construction Cost Estimate
- ▼ Clarifications
- ▼ Cost Options
- ▼ Master Schedule
- ▼ Constructability & Quality Reviews

CAPITALIZING ON EXPERTISE

INITIAL COST OPTION OBSERVATIONS *for Emporia Fire Station*

- ▼ Brick/Masonry vs. Exterior Metal Panels
- ▼ Traditional Overhead Doors vs. Four-Fold Bay Doors
- ▼ Shower Count/Ratio compared to Staff on Duty

DOLLAR ON EVERY DECISION

BUILDING PERFORMANCE SOLUTIONS

McCownGordon's Building Performance Solutions provide unique expertise in the construction industry. These in-house experts work to find savings when it comes to building envelope, energy and systems. Our services encompass everything from quality control and mechanical, electrical and plumbing (MEP) to structural management and virtual construction—all designed to provide you with unmatched benefits and long-term ROI.

MEP Analysis & Selection - The MEP team provides systems analysis and budgeting. They work closely with the trade partners to verify budget accuracy and assist in identifying scopes of work that have not been fully designed. The group often performs life-cycle assessments, sustainability reviews and on-site support during installations.

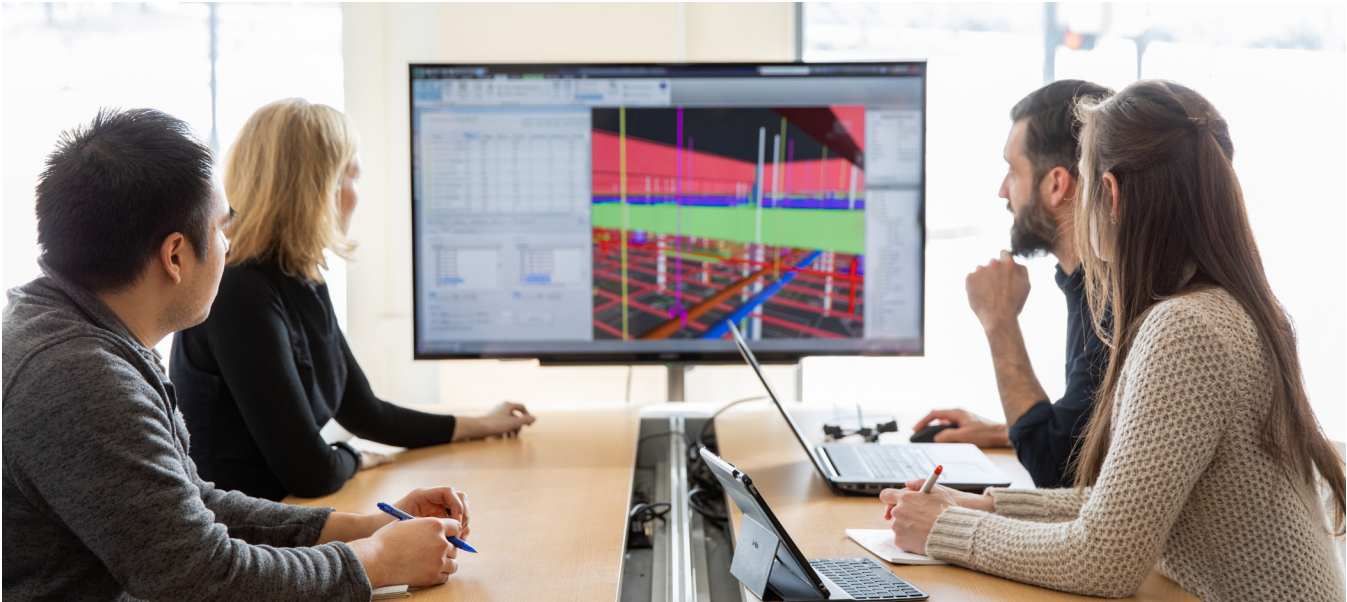
Structural Analysis & Selection - Our structural group also gets involved early with design analysis, developing bid packages and interviewing specialty trade partners. These experts assess multiple structural options considering schedule, availability, quality control, durability and initial investment.

Virtual Design and Construction (VDC) - VDC experts coordinate 3D model clash detection, virtual mock-ups, existing building laser scanning and so much more. These advanced digital tools add value throughout the entire project timeline - reducing cost, time and waste, while improving efficiency and quality.

Quality – The Quality Assurance and Quality Control (QA/QC) team proactively manages project quality through early reviews, trade partner engagement, strict enforcement and rigorous follow up. Quality is an integral part of how we perform our daily work, resulting in long-lasting facilities with fewer changes during construction.



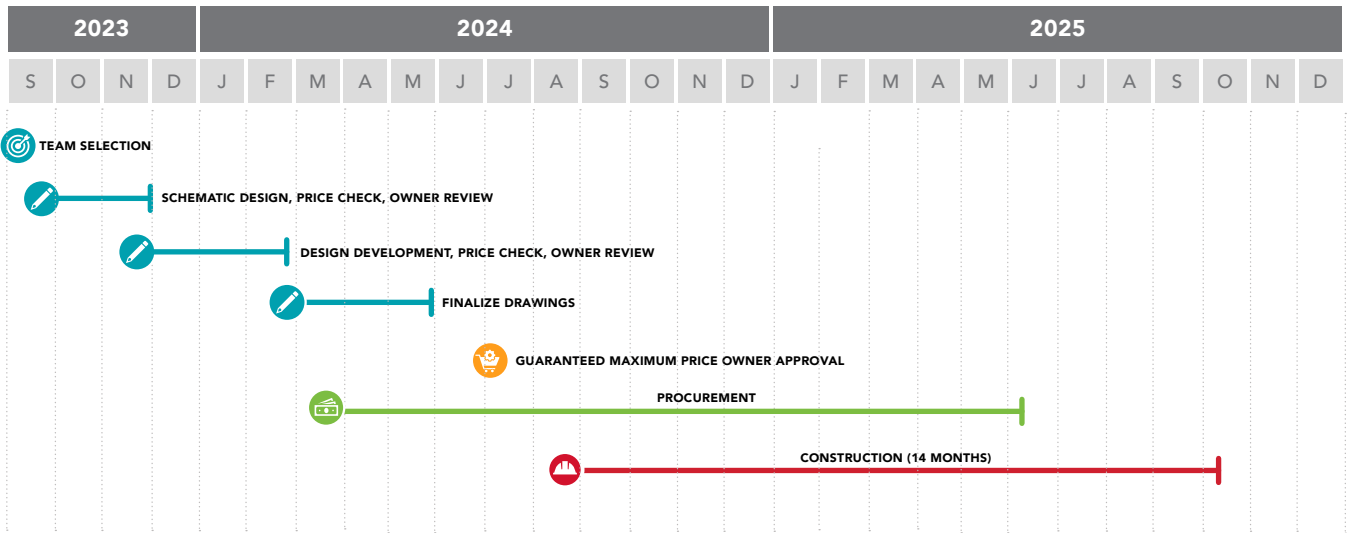
FOCUSED ON
LIFE-CYCLE COSTS
OF SYSTEMS
TO ENSURE
FUNCTIONALITY &
SUSTAINABILITY



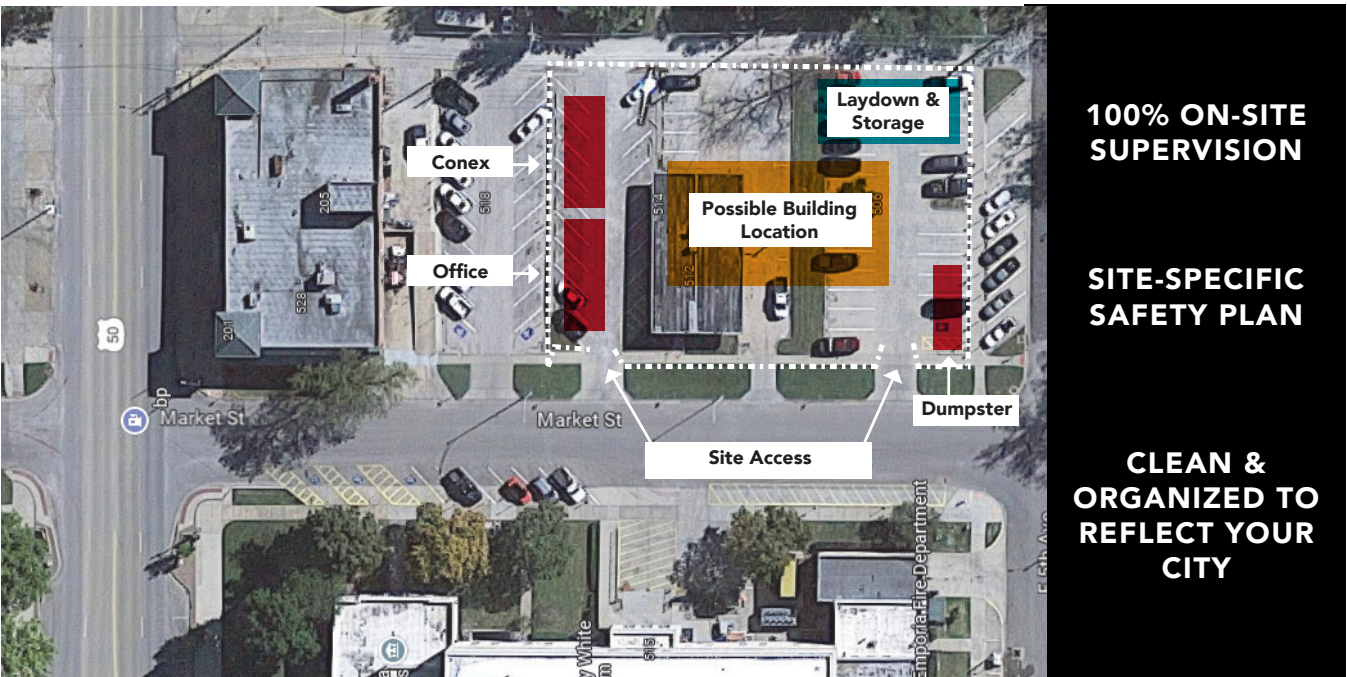
SCHEDULE DEVELOPMENT

The project schedule serves as the roadmap to success. As the scope of the project is finalized, we develop the master project schedule. The schedule will integrate key priorities, occupancy requirements and project phasing with the design work and projected construction milestones. The schedule will also incorporate the availability of materials and labor, identify long lead items and depict critical path activities. The master schedule acts as a comprehensive management tool for the team’s assignments. During this volatile time, early management of the material supply chain is critical to the project success.

Our team continually evaluates the schedule to find better pathways, whether through overlapping phases of design and construction, re-sequencing or other means. Many schedule solutions result in cost savings in addition to a quicker, more efficient turnover of your new space.



LOGISTICS PLAN



STRENGTH + STABILITY TO PROTECT YOU

FINANCIAL INFORMATION

McCownGordon is financially strong with positive returns and projections. Our employee-owners serve as good stewards of our clients’ money because we think about your money the same way we think about our own.

We strive to find ways to influence our use of technology and improve our processes to make working with McCownGordon the best construction experience for each of our clients..

The requested reference letter from an accredited financial institution and a statement from our surety company indicating our firm’s ability to obtain a performance and payment bond in the amount of not less than \$11 million is on the following pages.

TRUSTED
PARTNER

PROVEN
SUCCESS





**ESOP. WHAT
IT MEANS FOR
YOU.**

To learn more, click play or
scan with your camera app.

July 10, 2023

Kerry Sull
City Manager's Office
104 E 5th Ave.
PO Box 928
Emporia, KS 66801

RE: McCown Gordon Construction, L.L.C.
The City of Emporia – New Fire Station

Dear Ms. Sull:

It is our pleasure to provide this reference letter to you on behalf of our client, McCown Gordon Construction, L.L.C.

Bonding for McCown Gordon Construction, L.L.C. is by the Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland. Zurich American Insurance Company/Fidelity and Deposit Company of Maryland are listed in the Federal Register Circular 570, with a combined Treasury Limit of \$735,548,000, and are both rated "A+" in A.M. Best's Key Rating Guide.

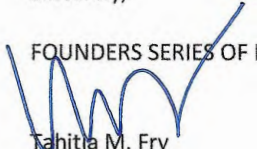
Zurich American Insurance Company/Fidelity and Deposit Company of Maryland look favorably on supporting single projects for McCown Gordon Construction, L.L.C. in the \$350,000,000 range, with an aggregate program in excess of \$700,000,000. We would look favorably on supporting bonds at the request of our client, conditioned upon completion of the underwriting process, including satisfactory review of contract documents acceptable to our client and the surety, confirmation of financing and our ongoing review of the operational and financial capacity of McCown Gordon Construction, L.L.C.

Please understand, this letter is not to be construed as an agreement to provide bonds for any particular project, but it is offered as an indication of our past experience and confidence in McCown Gordon Construction, L.L.C. Any arrangement to provide final bonds is a matter between Zurich American Insurance Company/Fidelity and Deposit Company of Maryland and McCown Gordon Construction, L.L.C., and we assume no liability to third parties if we do not execute said bonds.

We highly recommend McCown Gordon Construction, L.L.C. to you. They are well managed, financed, and truly capable of meeting your requirements. If you have any questions in regards to this letter, do not hesitate to call.

Sincerely,

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC



Tahitia M. Fry
Surety Specialist

LOCKTON COMPANIES
444 West 47th Street, Suite 900, Kansas City, MO 64112-1906

816.960.9000
lockton.com

HEAR IT FOR YOURSELF

REFERENCES

McCownGordon is proud of our strong record of service. The following individuals can attest to our ability to deliver innovative solutions and outstanding service.



ROB OTT

DIRECTOR OF PUBLIC WORKS City of Manhattan
(785) 587-2489 | ott@cityofmhk.com

DR. ALLISON ANDERSON-HARDER

SUPERINTENDENT Emporia Public Schools USD 253
(620) 341-2200 | allison.harder@usd253.net

KIRK LAIR

FIRE CHIEF Central Jackson County Fire Protection District
(816) 229-2522 | klair@cjcfdp.org



The leadership at McCownGordon is proactive, responsive, and economically responsible. They understand and respect that resources in public education are often at a premium so they do their best to address needs through acquisition of quality materials and contracting with solid trade partner businesses. Eric Woltje, Project Executive, and I meet weekly on updates. If there is an unforeseen challenge, Eric is either texting, calling, or emailing me, depending on the immediacy of the topic, to keep me informed. McCownGordon works collaboratively with the architectural firm on details and advocates for what our school district needs to best serve our students, staff, families, and the larger community.



DR. ALLISON ANDERSON-HARDER

Superintendent, Emporia Public Schools USD 253

KNOWLEDGE & EXPERIENCE IN EMPORIA

OTHER INFORMATION

COMMUNITY FOCUSED AT OUR CORE

McCownGordon understands the desire to use local trade partners, vendors and businesses. We implement our best efforts to meet and exceed your goals where possible.

We incorporate strategies around trade partner participation, bid packaging, bulk purchasing, sequencing and scheduling to help reduce the potential impact of a busy market. Our expansive team of estimators, preconstruction managers and operations staff continually maintain a pulse on the local market. McCownGordon encourages local engagement and has a track record for being a preferred firm to work with because of our collaborative approach.

Since we have been working in the City of Emporia for the past three years we are extremely knowledgeable of the local trade partner community, their strengths, and the amount of scope they can complete successfully. We would like to learn from the City who some of your preferred vendors are that maintain the existing facilities, as well as understand the importance of keeping tax dollars local. If selected, we will create opportunities for these businesses to be part of the project. Because of our multiple offices, numerous projects in the region, and reputation, McCownGordon is able to solicit participation from many more trade partners than other builders. We will gather bids from all interested and qualified companies and present you the opportunity to choose local or regional.

Right Sized Scopes for Local Trade Partners

- ▼ Temporary jobsite power
- ▼ Temporary jobsite water
- ▼ Office trailer power & water connections
- ▼ Site concrete package
- ▼ HVAC & Plumbing
- ▼ Miscellaneous metals / steel
- ▼ Temporary rock for parking & laydown
- ▼ Miscellaneous hauling / trucking

LOCAL BUSINESS ENGAGEMENT

Our team is dedicated to working with local vendors and businesses within the Emporia community for both construction and non-construction related activities. Whether it is catering jobsite lunches from local restaurants and shopping at the local hardware store for construction materials to filling up with gas at the local gas station, our team makes it a priority to keep the tax dollars within the boundaries of the City of Emporia in order to support the growth of your community. It is our responsibility to identify all the relevant stakeholders and devise effective strategies to engage them to the fullest extent possible. We also develop and distribute a local resource directory to all companies involved in the project to encourage local purchasing and engagement.



TRADE PARTNER PREQUALIFICATION

Our team works hard to grow and strengthen our partnership with local and regional trade partners. With this mindset, we have developed great relationships that allow us to connect with a greater number of qualified trade partners and return competitive pricing to our clients.

Prequalification: With the current economy, it's crucial to effectively prequalify trade partners and to ensure the "right-sized" trade partners are selected for the project. Our in-house prequalification specialist, Sam Dwyer, is dedicated to ensuring we've effectively prequalified trades.

Prequalification evaluates capacity, operational capabilities and credit quality of our trade partners. Consistent prequalification requires continuous outreach and marketing efforts. All current and prospective trade partners complete and maintain an updated prequalification with McCownGordon. This empowers our estimators to see who is prequalified without getting into the details of their information. The system will also tell the estimators if a prequal has started for a new partner or if the trade partner is qualified for a certain size project.

This process helps minimize risk of defaults and ensure the Emporia Fire Station projects receive top-quality performance from the trades.



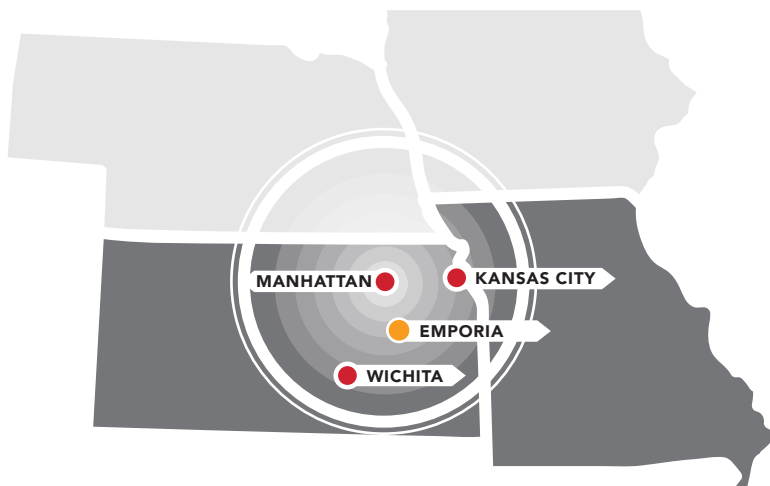
IN-HOUSE RESOURCE

Evaluates trade partners to bring enhanced quality to the City of Emporia.

MAXIMIZING BIDS



**THREE REGIONAL OFFICES
+ MOST TRADE PARTNER RELATIONSHIPS
= BEST PRICING FOR EMPORIA**



When your construction manager is able to market your project and get significant bids from trade partners, you create a competitive environment that ensures the **best price** for the project.

Emporia is central to three McCownGordon offices, ensuring the best bid coverage possible for the Emporia Fire Stations.

MARKET CONDITIONS

Understanding the market is critical to successfully navigating the preconstruction process on any project. Fluxuations in construction material pricing and availability has become a significant area of focus for our industry and for our preconstruction team. Costs are trending approximately 3-5% higher than they were at this time last year. Materials that were available with a 12-14 week lead time 12-18 months ago are now taking as long as 52 weeks to arrive on site. In addition, the demand for qualified workforce is at an all-time high.

Knowing this information is one thing, what you do with it is another. Our team of preconstruction experts takes this information and uses it to implement strategies that ultimately reduce unexpected and accelerate the schedule. Time is money.

The following strategies have brought our clients confidence in pricing and schedule accuracy.

- ▶ Applying construction market cost metrics and 3rd party forecasting to set reasonable escalation contingencies
- ▶ Working collaboratively with our design partners to broaden specification options
- ▶ Early bid packaging for early release of long lead materials/equipment



CONSTRUCTION ECONOMICS REPORT

AS INDUSTRY EXPERTS, WE REGULARLY KEEP A PULSE ON THE MARKET.

DOWNLOAD OUR MOST RECENT CONSTRUCTION ECONOMICS REPORT.



MARKET INDEX

Our team compiles the most important economic indicators to provide a building-focused report.



KEY AREAS TO WATCH

Watch material prices and labor trends and understand the reason behind it.



HELPFUL STRATEGIES

Use our recommend strategies to save time and money.



TECHNOLOGY IN CONSTRUCTION



At McCownGordon, we use advanced digital tools to add value throughout the entire project timeline. Collaboration is increased through mobile technology, drone imaging, 360° cameras, laser scanners, cloud computing and building information models (BIM). These tools communicate architectural design intent models from our design partners with construction content models from our trade contractors throughout the life cycle of the project through BIM based estimates, 3D clash/coordination meetings and BIM to Field solutions. We are constantly working to stay ahead of the technological curve to offer greater efficiencies and benefits for our clients.



SELF-PERFORM

Emporia Fire Stations will benefit directly from McCownGordon's ability and commitment to self-perform. The use of our highly skilled labor and craftsman will provide greater control over quality, cost and schedule.

To maximize value for clients, we often self-perform work when the schedule is accelerated, a trade partner offers non-competitive pricing, or a trade partner cannot meet our quality expectations.

For transparency, we always put in our bid with the other bids. This ensures a fair process that drives competition. We'll work with you on final trade partner selection.

Generally, we assist our clients with the following:

- ▼ Safety management
- ▼ Jobsite maintenance
- ▼ Temporary weather protection
- ▼ Rough and finish carpentry
- ▼ Doors/frames/hardware
- ▼ Infection control
- ▼ Wall protection
- ▼ Light demolition
- ▼ General clean up
- ▼ Partitions, accessories and specialties

SELF-PERFORM TAKEAWAYS



IMPROVED BUDGET // Increase productivity and contractual agreements such as cost of work basis and returned savings to City of Emporia.



EFFICIENT SCHEDULING // Trade-specific experience leads to accurate, efficient and dependable schedules; work can start earlier in the field due to minimizing sub selection and prequalification.



FLEXIBILITY // Self-perform gives the construction manager flexibility to supplement trade partner workforce with in-house skilled laborers.



SUPERIOR QUALITY // Maximized quality and control with the delivery of our own highly skilled and professionally trained craftsman.



ENHANCED SAFETY // Dedicated in-house staff focused on providing clear expectations and guidelines for trade partners.

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, August 16, 2023, with Mayor Brinkman presiding and Commissioners Giefer, Harter, Sauder and Smith present. Also present were City Manager Cocking, Assistant City Manager Detter, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

No comments were made at this time.

**CITY COMMISSION
(Kansas Department of Commerce for Small Cities)
(Community Development Block Grant CVR Application)
(Resolution Number 3702)**

Mark Detter, Assistant City Manager, was recognized and addressed the Governing Body. He stated the City of Emporia is submitting a grant application for the 2023 Kansas Small Cities Community Development Block Grant Program under the Kansas Department of Commerce. The purpose of the Grant is to provide restauranters/retailers further resiliency during periods of time whereby businesses are impacted by communicable diseases. He stated the application is for a CDBG-CVR grant 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. The intent of the grant funding is to assist restauranters/retailers with funding for information/technology upgrades and associated professional services. He stated the grant does not require a funding match. The City of Emporia will pay Western Consultants, Governmental Assistance Services, Garrett Nordstrom, \$3,750 for preparing the grant application. He stated staff recommends approval of Resolution Number 3702 for CDBG-CVR grant application.

Commissioner Smith made a motion to approve Resolution Number 3702 authorizing the City of Emporia to apply for the 2023 Small Cities Community Development Block Grant from the Department of Commerce. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman aye.

**CITY COMMISSION
(Memorandum of Understanding)
(Dynamic Discs)**

City Manager Cocking stated during the appropriation portion of the city budget process, Dynamic Discs requested \$300,000 to support the repair and upkeep of the city owned disc golf courses. He stated this request was based on the need for adequate facilities for local disc golfers as well as visitors for the large-scale events hosted by Dynamic Discs. The City of Emporia and Dynamic Discs have worked together to address the enhancement, development and management of City-owned disc golf courses and a Disc Golf Course Superintendent. He stated the Disc Golf Superintendent will be a city employee and Dynamic Discs will provide expertise and guidance to the Superintendent with projects and preparing for events. The City will establish a Disc Golf Project Fund comprised of funds from Dynamic Disc and City of Emporia. The salary and benefits for the position of Superintendent will be paid from the Disc Golf Fund. The City will allocate \$100,000 annually to the fund from Transient Guest Tax revenue and Dynamic Disc will contribute \$25,000 annually to the fund by March 1 of each year starting in 2024. The term of this agreement shall be from October 1, 2023, to September 30, 2026. Upon mutual agreement between Dynamic Discs and the City, the agreement may be extended for additional periods beyond September 20, 2026. He stated staff recommends authorizing the Mayor to sign the Memorandum of Understanding with Dynamic Discs.

Commissioner Smith made a motion to authorize the Mayor to sign the Memorandum of Understanding between Dynamic Discs and the City of Emporia for hiring a Disc Golf Course Superintendent. Commissioner Giefer seconded the motion.

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

**PARK DEPARTMENT
(Whittier Park – Skate Park Project)
(American Ramp Company)
(Contract for Design/Build)**

Kevin Hanlin, Director of Public Lands and Facilities, was recognized and addressed the Governing Body. He stated the city has been working with American Ramp Company for technical advice for the design of the new skate park. The location of the skate park has been approved through the review of the Whittier Park layout by Foster Design Associates, LLC. He stated there is \$250,000.00 from the Emporia Community Foundation and matching funds of \$250,000.00 from the City of Emporia. He stated staff recommends approve an agreement with American Ramp Company for the design and construction of a new skate park at Whittier Park.

Following further discussion, Commissioner Smith made a motion to authorize the Mayor to enter into an agreement with American Ramp Company for the design and construction of a new skate park at Whittier Park. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

**CITY MANAGER'S REPORT
(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 July 2023 for community:

1. Monthly Local Retail Sales Tax Receipts Update

	2022	2023	Increase of \$92,295.17 for the month, and
	\$ 466,176.03	\$ 558,471.20	Overall increase of 8.56% from year 2022.
YTD	\$3,447,918.59	\$3,742,949.80	

2. City Share from County Tax

	2022	2023	Increase of \$50,254.60 for the month, and
	\$ 238,418.97	\$ 288,673.57	Overall increase of 11.97% from year 2022.
YTD	\$1,753,337.14	\$1,963,273.83	

Building Permits issued from 7/1/2023 to 7/31/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	118
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	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for July 2023	\$ 18,401.70
YTD	\$135,386.90

Pavilions CID for July 2023	\$ 11,781.13
CID #2	\$ 11,781.13
YTD	\$ 94,282.57

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on August 2, 2023.
- b. Highland Street Improvements Chage Order No. 1, Project No. PV2104.

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 AGENDA FOR SEPTEMBER 6, 2023 MEETING.

- Proclamation Naming September 8–17, 2023 as Welcoming Week in Emporia.
- RNR Public Hearing & Resolution for Exceeding RNR.
- Public Hearing for 2024 Budget.
- Ordinance on Transient Guest Tax.
- Resolution for 6th Avenue Subdivision RHID.
- Appointment of a Member to the Emporia Public Library.
- Appointment of Members to the Homelessness Advisory Board.
- Appointment of Member to the Emporia Recreation Commission Board.
- Memorandum of Understanding with USD #253.
- Award Construction Manager at Risk (DMAR) for Fire Department Project.
- Resolution Requesting the Lyon County Board of County Commissioners to Make Certain Findings Regarding the Annexation of Property at 1100 S. Highway 99 into City limits.
- Industrial Park III Waterline Easement.
- 24th Avenue Waterline Easement.

Study Session:

- Zoning Regulations Discussion.
- Discussion Implementation of Rental Registration and Revisions of the Current Vacant Property Ordinance.

**CITY COMMISSION
(Public Comment)**

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

EXECUTIVE SESSION

Commissioner Harter made a motion to recess into Executive Session for consultation with the City Attorney regarding a legal matter resuming the open meeting in the City Commission Meeting Room, this same date, at 12:00 p.m. and to invite Jim Witt, Special Project Coordinator, Tayler Wash, Special Projects Director and Dean Grant,

Director of Public Works. 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 consultation with the City Attorney regarding a legal matter and no action was taken.

Commissioner Smith made a motion to recess the meeting until 12:15 p.m. to Conference Room 1AB. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Harter, aye; and Mayor Brinkman, aye. Commissioner Giefer was not present at the time of the vote.

STUDY SESSION:

1. Discuss Transient Guest Tax Rate.
2. Update on Police Department Lobby Remodel.
3. Budget Discussion.

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Wastewater Plant Aeration Monitoring and Control Upgrade

Title: Wastewater Plant Aeration Monitoring and Control Upgrade

Agenda Date: September 6, 2023

Presented By: Dean Grant, Director of Public Works

Background:

The wastewater treatment plant gets high loads of nutrients at various times throughout the day, which causes the cycle of undertreating and overtreating of the wastewater. Our lab is currently running process control tests that help us gather data about how well the plant treated the wastewater. However, getting the results for the tests can take hours so we are only able to see how the plant did hours prior, this makes plant operations reactive.

Plant staff has been working with Hach Company for the past year to put together a plan for adding on-line instrumentation to the treatment plant that will give the operations staff real-time analysis of the incoming and outgoing wastewater. This instrumentation would be linked to the overall operating system to help the treatment process be proactive, so that we treatment to the strength of wastewater entering the plant.

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.

Discussion:

Staff would like to purchase the Hach system to help make the plant more efficient and effective for meeting our regulatory permit.

Financial Considerations:

The total cost for the system and instrumentation is \$315,393.00 and will be paid from the Wastewater Fund.

Other Considerations:

Recommended Action:

Approve the purchase of the Hach Aeration Monitoring and Control system.

Attachments:

Hach System Quotes

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale 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 these Terms & Conditions: (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 these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgement, 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 these Terms & Conditions: (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 these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
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Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



Commission Action Report

Resolution 3705 Requesting the
Lyon County Board of County Commissioners
Make Certain Findings Regarding the
Annexation of Property Commonly known as 1100 S. Highway 99.

Title: Resolution 3705 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property Commonly known as 1100 S. Highway 99.

Agenda Date: September 6, 2023

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The City has recently acquired a tract of land adjacent to the Emporia Golf Course and as such, is initiating the process of annexing the land into the city limits. The property is a 32-acre tract that is considered not contiguous to the existing city limits.

Discussion:

K.S.A. 12-520c, as amended requires that when the City acquires a property that is not contiguous with the City, a resolution from the Governing Body must be adopted asking the Board of County Commissioners to make certain findings allowing the process to move forward.

If approved by the Board of County Commissioners, an ordinance for annexation will be presented at a future meeting.

Financial considerations:

No city funds are required.

Recommended action:

Approve Resolution 3705 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property Commonly known as 1100 S. Highway 99.

Attachments:

Resolution 3705
Aerial Location Map

RESOLUTION NO. 3705

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LYON COUTNY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

SECTION 1. The Governing Body of the City of Emporia, Kansas hereby finds that a request for annexation of the following described land has been presented to it by the City of Emporia, a Municipal Corporation.

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

AND EXCEPT BEGINNING ON THE SOUTH LINE OF SAID QUARTER AT A POINT 1980.17 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER, THENCE NORTH 0°26' 1 0" EAST ALONG THE EXISTING FENCE 587.98 FEET, THENCE EAST 555 FEET, THENCE SOUTH 587.98 FEET, THENCE WEST 555 FEET TO POINT OF BEGINNING;

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

AND EXCEPT A TRACT OF LAND LOCATED IN THE SW1/4 OF SAID SECTION 10,
DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF
SAID SW 1/4; THENCE ON AN ASSUMED BEARING OF NORTH 01°16' WEST ON
THE EAST LINE OF SAID SW1/4 FOR A DISTANCE OF 659.55 FEET; THENCE
SOUTH 88°29'56" WEST FOR A DISTANCE OF 103.91 FEET TO THE WEST RIGHT
OF WAY LINE OF K-99 HIGHWAY AND THE POINT OF BEGINNING; THENCE
NORTH 01°13' WEST ON SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF
274.64 FEET; THENCE NORTH 01°59' EAST ON SAID WEST RIGHT OF WAY LINE
FOR A DISTANCE OF 655.99 FEET; THENCE SOUTH 86°17'25" WEST FOR A
DISTANCE OF 576.35 FEET; THENCE NORTH 44°25'25" WEST FOR A DISTANCE
OF

30.44 FEET; THENCE SOUTH 88°08'38" WEST FOR A DISTANCE OF 369.32 FEET;
THENCE SOUTH 05°07'03" EAST FOR A DISTANCE OF 929.06 FEET; THENCE
NORTH 88°29'56" EAST FOR A DISTANCE OF 866.13 FEET TO THE POINT OF
BEGINNING.

AND EXCEPT

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

The Governing Body further finds that the above-described property does not adjoin
land within the boundaries of the City of Emporia. The Governing Body further finds
that such annexation, at the request of the property owner, is advisable, desirable,
beneficial, and in the interest of the public.

SECTION 2. The City of Emporia, Kansas hereby respectfully requests that the Board of County Commissioners of Lyon County, Kansas, by a 2/3 vote, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas all as provided in K.S.A. 12-520c, as amended.

ADOPTED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 6th day of September, 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk





Commission Action Report

24th Avenue & Prairie Street Waterline Easement & ROW Acquisition

Title: 24th Avenue & Prairie Street Waterline Improvements Project Easement & ROW Acquisitions, Project No. WM2201, KDHE KPWSLF Project No. 3070

Agenda Date: August 24, 2023

Presented By: James Ubert, City Engineer

Background:

The 24th Avenue & Prairie Street transmission waterline has had several main breaks in the last few years with service interruptions being City-wide. This project will help mitigate any future issues by providing an additional transmission line for service between the Water Treatment Plant and 12th Avenue at Prairie Street.

Discussion:

The proposed easements and Right of Way are needed for the construction of the project.

Financial considerations:

Funding for this project is provided by the Kansas Department of Health and Environment Kansas Public Water Supply State Loan Fund.

Recommended action:

Accept the Easement and Right of Way.

Attachments:

Emporia Pavilions Permanent Waterline Easement Signed
21-1417 Easement Exhibits-Emporia Land Dev LLC
ROW Raber-Property Acquisition Exhibit

PERMANENT WATER LINE EASEMENT

This indenture made this 5th day of July, 2023, by and between **Emporia Land Development**, of Emporia, Lyon County, Kansas, hereinafter referred to as "Grantor", and the City of Emporia, Lyon County, Kansas, a municipal corporation hereinafter referred to as "Grantee". WITNESSETH:

That the said First Party, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey unto the Second Party, its successors and assigns, a permanent water line easement, subject to the terms and conditions hereinafter set forth over, across, and under the following described real property in the Lyon County, Kansas, for the purpose of permitting the Second Party to construct, install, maintain, repair, use and operate a water line main and related appurtenances and facilities, to wit:

PERMANENT WATERLINE EASEMENT

A TRACT OF LAND LOCATED IN LOT 1, BLOCK B, EMPORIA PAVILIONS FIRST ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1
N. 88°36'08" E. 70.00 FEET; THENCE
N. 44°26'54" W. 102.63 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST SIDE OF SAID LOT 1
S. 01°26'44" E. 75.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES
(INCLUDES 0.03 ACRES OF EXISTING UTILITY EASEMENT AND 0.03 ACRES OF NEW PERMANENT WATER LINE EASEMENT)

The duration of the easement herein granted shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The water line easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the water line and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the water line easement. Second party shall save and hold the First Party harmless from any and liability for personal injury and property damage resulting from said water line easement, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by maintenance or construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to

conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere with Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the water line located in the easement.

IN WITNESS WHEREOF the Grantor has executed this indenture as of the date first above written.

Emporia Land Development, LLC

By: Spencer R. Thomson
Name: Spencer R. Thomson
Title: Manager

STATE OF Missouri)
) ss:
COUNTY OF Clay)

BE IT REMEMBERED, on this 5th day of July, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Spencer R. Thomson, Manager of Emporia Land Development**, such person(s) being personally known to me to be the same person(s) who executed the within instrument of writing and duly acknowledge the execution of the same.

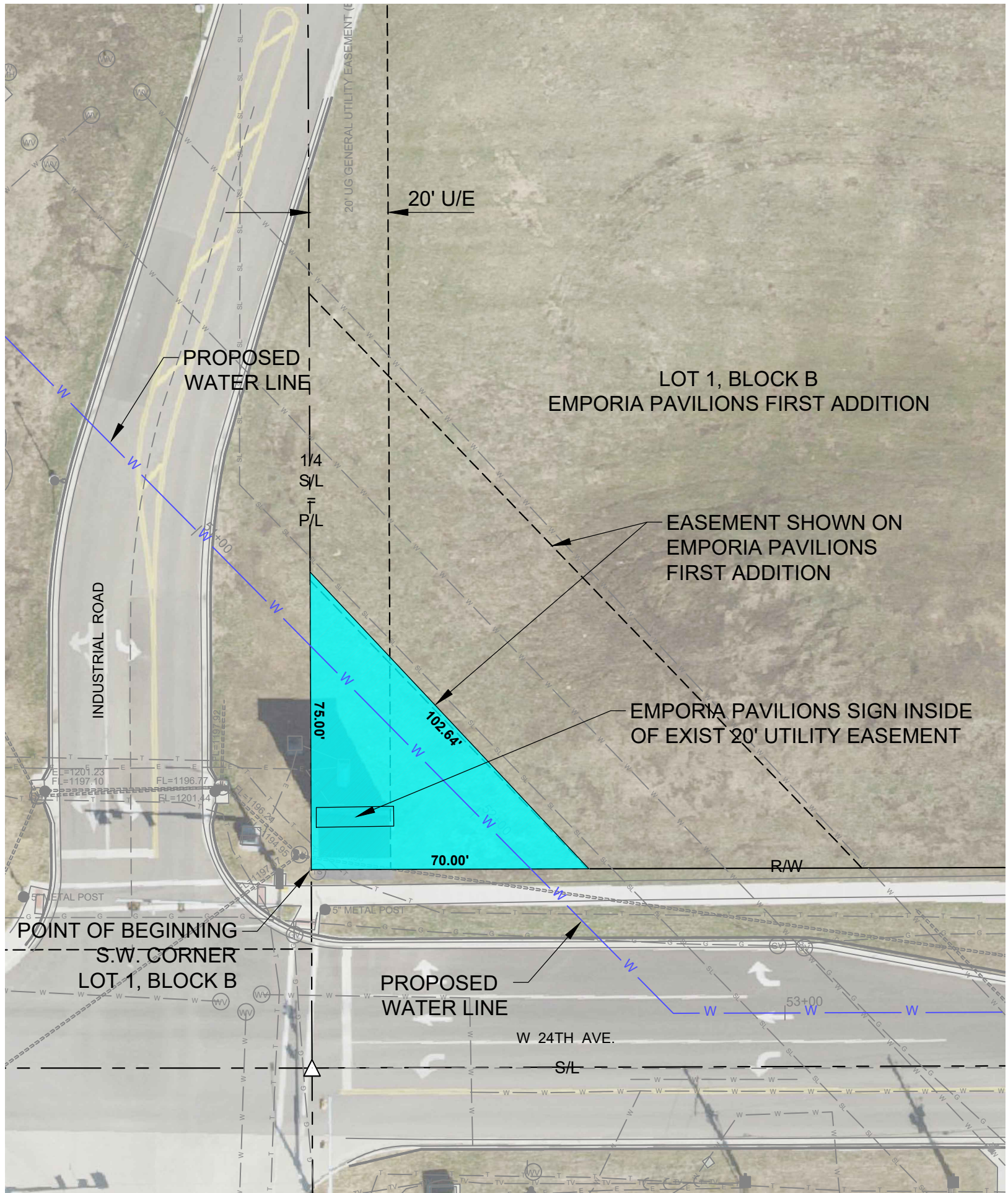
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Reagan Hale
NOTARY PUBLIC

My Commission Expires:

12/3/24

Reagan Hale
Notary Public ~ Notary Seal
Clay County, State of Missouri
My Commission Expires 12/03/2024
Commission # 20695476



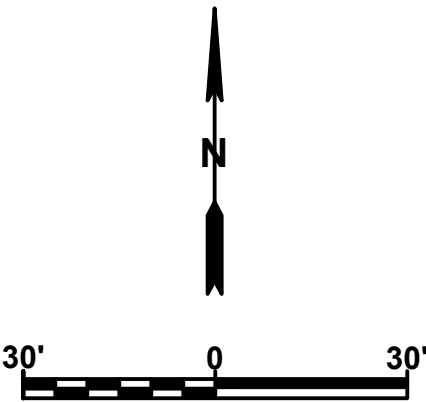
PERMANENT WATER LINE EASEMENT

A TRACT OF LAND LOCATED IN LOT 1, BLOCK B, EMPORIA PAVILIONS FIRST ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, ON MARCH 1, 2023, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE
ALONG THE SOUTH LINE OF SAID LOT 1
N. 88°36'08" E. 70.00 FEET; THENCE
N. 44°26'54" W. 102.63 FEET TO THE WEST LINE OF SAID LOT 1; THENCE
ALONG THE WEST SIDE OF SAID LOT 1
S. 01°26'44" E. 75.00 FEET TO THE POINT OF BEGINNING, CONTAINING
0.06 ACRES (INCLUDES 0.03 ACRES OF EXISTING UTILITY
EASEMENT AND 0.03 ACRES OF NEW PERMANENT WATER LINE
EASEMENT)

LEGEND

- PERMANENT UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- S/L SECTION LINE
- P/L PROPERTY LINE



Exempt per K.S.A. 79-1437e(a)(13)

RIGHT OF WAY

This indenture made this 15th day of August, 2023, by and between **Linda K. Raber GST Exempt Trust**, of Emporia, Lyon County, Kansas, hereinafter referred to as "Grantor", and the City of Emporia, Lyon County, Kansas, a municipal corporation hereinafter referred to as "Grantee". WITNESSETH:

That the Grantor, in consideration of the sum of one dollar (\$1.00) duly paid, the receipt of which is hereby acknowledged, does by these presents grant and convey unto the Grantee, its successors and assigns, all the Grantor's interest in the following described parcel, lying, being and situated in the County of Lyon and State of Kansas, to wit:

DESCRIPTION:

A TRACT OF LAND LOCATED IN LOT 6, BLOCK 5, HAHN ADDITION UNIT 2, CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, ON AUGUST 2, 2023, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6, N00°34'32"E A DISTANCE OF 70.47 FEET TO AN EAST CORNER OF SAID LOT 6; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 6, N11°15'50"W A DISTANCE OF 122.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE OF SAID LOT 6, S83°24'35"W A DISTANCE OF 55.58 FEET; THENCE S13°13'24"E A DISTANCE OF 43.37 FEET; THENCE S17°01'16"W A DISTANCE OF 123.31 FEET TO THE WEST LINE OF SAID LOT 6; THENCE ALONG THE WEST LINE OF SAID LOT 6, S00°54'22"W A DISTANCE OF 22.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, S89°05'40"E A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES

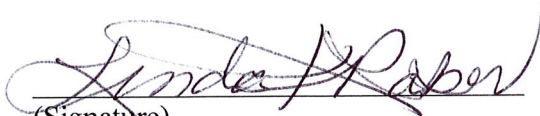
TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever for the purpose of a perpetual right of way for the construction and maintenance of a street in any manner which the Grantee may deem necessary and for all uses incidental thereto or any other governmental purpose including, without limitation, the construction, installation and maintenance of utilities by the Grantee and its franchisees.

Grantor does hereby covenant, promise and agree with the Grantee, that at the delivery of these presents it is lawfully seized in its own right, or an absolute indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances thereto; the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatever nature or kind soever; and that Grantor will warrant and forever defend the interest unto the Grantee, its successors and assigns, against the Grantor's successors, and all and every

person or persons whomsoever, lawfully claiming or to claim the same by, through or under the Grantor.

IN WITNESS WHEREOF the Grantor has executed this indenture as of the date first above written.

Linda K. Raber GST Exempt Trust


(Signature)

Linda K. Raber, Trustee

ACKNOWLEDGEMENT:

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

BE IT REMEMBERED, on this 15 day of August, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Linda K. Raber, Trustee, Linda K. Raber GST Exempt Trust**, such person being personally known to me to be the same person who executed the within instrument of writing and duly acknowledge the execution of the same.

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



NOTARY PUBLIC

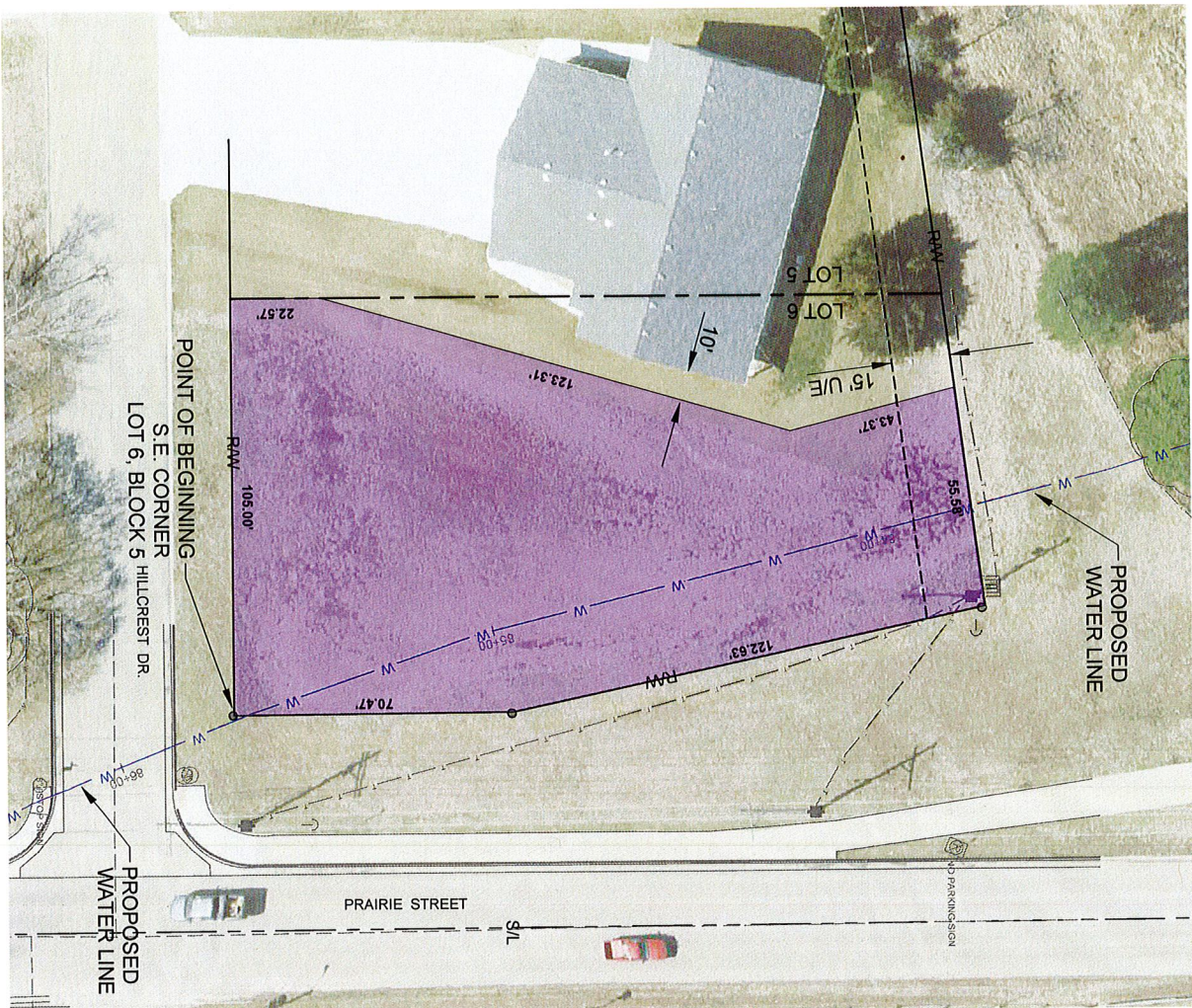
My Commission Expires:

1-12-2024



Annie L. May
Notary Public
State of Kansas

My Comm. Expires 1-12-2024



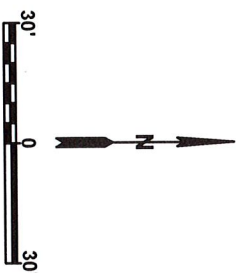
PROPERTY ACQUISITION

A TRACT OF LAND LOCATED IN LOT 6, BLOCK 5, HAHN ADDITION UNIT 2, CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, ON AUGUST 2, 2023, AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6 N. 00°34'32" E. 70.47 FEET TO AN EAST CORNER OF SAID LOT 6; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 6 N. 11°15'50" W. 122.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE OF SAID LOT 6 S. 83°24'35" W. 55.58 FEET; THENCE S. 13°13'24" E. 43.37 FEET; THENCE S. 17°01'16" W. 123.31 FEET TO THE WEST LINE OF SAID LOT 6; THENCE ALONG THE WEST LINE OF SAID LOT 6 S. 00°54'22" W. 22.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6 S. 89°05'40" E. 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES

LEGEND

	PROPERTY ACQUISITION
	R/W RIGHT-OF-WAY
	S/L SECTION LINE
	P/L PROPERTY LINE
	U/E UTILITY EASEMENT



CITY OF EMPORIA, KANSAS

PROPERTY ACQUISITION EXHIBIT - RABER

Surveyor:
Drafter: 08-05-23
BG Consultants
27-1417

BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS



Commission Action Report

Ordinance 23-27 Authorizing Apella Night Beer Garden

Title: Ordinance 23-27 Authorizing Apella Night Beer Garden

Agenda Date: September 6, 2023

Presented By: Christina Montgomery, City Attorney

Background:

Emporia Main Street and Radius Brewing Company have requested permission to host a beer garden for the Apella Night Block Party on September 23, 2023, from 5:00 p.m. to 9:00 p.m. on 9th Avenue between Commercial Street and the alley to the west of Commercial Street. This location is depicted on the attached map

Discussion:

Ordinance 23-27 will temporarily exempt city streets and sidewalks in the approved location from the standard prohibition on the sale and consumption of alcoholic beverages. The ordinance requires the beer garden to be enclosed by city fencing in a location approved by the Chief of Police. Radius Brewing Company will be required to meet city and state requirements for alcohol sales. No one under the age of 21 may possess or consume alcohol within the beer garden, and no alcohol may be consumed in vehicles while on the street at the event.

Financial considerations:

The City will pay the cost of ordinance publication in the designated official local newspaper. Event sponsors will rent city fencing adequate to secure the beer garden location. City staff will deliver fencing and provide standard special event services.

Recommended action:

Approve Ordinance 23-27 Authorizing Apella Night Beer Garden

Attachments:

Ordinance 23-27 Authorizing Apella Night Beer Garden
Map

ORDINANCE NO. 23-27

AN ORDINANCE EXEMPTING W 9TH AVENUE BETWEEN COMMERCIAL STREET AND THE ALLEY WEST OF COMMERCIAL STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE APELLA NIGHT BLOCK PARTY SEPTEMBER 23, 2023

WHEREAS, Emporia Main Street and Radius Brewing Company have requested an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor in connection with the Apella Night Block Party.

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

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 9th Avenue between Commercial Street and the alley west of Commercial Street, with the exact location to be approved by the Chief of Police or designee, from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Apella Night Block Party on September 23, 2023, between the hours of 5:00 p.m. to 9:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of enhanced CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all licensing requirements for sale of alcoholic beverages and CMB by the city and the state.

SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 6th day of September 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk





Commission Action Report

2023 Street Rehabilitation Change Order No. 2

Title: 2023 Street Rehabilitation Change Order No. 2 for Project No. PV2302

Agenda Date: September 6, 2023

Presented By: James Ubert, City Engineer

Background:

The 2023 Street Rehab Project consists of milling and pavement overlay operations, replacement of select curb and gutter sections, construction of the David Traylor Zoo bus parking lot, and select sidewalk/ADA ramp improvements along select various streets. Due to the low Pavement Condition Index (PCI) rating, 15th Avenue from Lawrence Street to State Street it is proposed to complete the street rehab process.

Discussion:

15th Avenue is a collector street that saw increased traffic last year due to the 12th Avenue Waterline Improvements from Grand Street to Chestnut Street. 15th Avenue from Lawrence Street to State Street has a Pavement Condition Index (PCI) of 37 (very poor) and 54 (poor) within the stretch. Staff proposes to change the order of this scope of work to the 2023 Street Rehab project at the same prices bid for that.

Financial considerations:

The funding will be from the Multi-Year Fund.

Recommended action:

Approve Change Order No. 2 for APAC-Shears, Kansas Division in the amount of \$205,353.18.

Attachments:

Change Order No. 2.

CHANGE IN PLANS NO. 2
ON CONTRACT WITH APAC-Kansas Inc., Shears Division
FOR THE CONSTRUCTION OF 2023 Street Rehabilitation (Various Streets)
PROJECT NO. PV2302

Date: 8/24/2023

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

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
QUANTITIES ADDED:				
8592.00	S.Y.	Asphalt Milling (2" Avg. Depth) @ Two Dollars and Thirty Cents (Unit Price in Words)	\$2.30	\$19,761.60
1037.00	TONS	HMA (Commercial Grade) (Class A) (2" Avg. Depth) @ Ninety Eight Dollars and Eighty Two Cents (Unit Price in Words)	\$98.82	\$102,476.34
178.00	L.F.	Curb & Gutter (2' - 6" Combined) (AE) (Remove & Replace) @ Seventy Four Dollars and Six Cents (Unit Price in Words)	\$74.06	\$13,182.68
29.00	S.Y.	Concrete Pavement (6" Plain) (AE) (Remove & Replace) @ One Hundred Fifty Dollars and Fifty Seven Cents (Unit Price in Words)	\$150.57	\$4,366.53
72.00	S.Y.	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace) @ One Hundred Sixteen Dollars and Six Cents (Unit Price in Words)	\$116.06	\$8,356.32
75.00	S.Y.	ADA Sidewalk Ramp @ Four Hundred Eight Dollars and Twenty Three Cents (Unit Price in Words)	\$408.23	\$30,617.25
1.00	L.S.	Traffic Control @ Four Thousand Five Hundred Three Dollars and Ninety Six Cents (Unit Price in Words)	\$4,503.96	\$4,503.96
1.00	L.S.	Mobilization @ Twenty Two Thousand Eighty Eight Dollars and Fifty Cents (Unit Price in Words)	\$22,088.50	\$22,088.50
20.00	Days	Working Days Added to Project		
TOTAL CHANGE ORDER NO. 2 ADDED TO PROJECT				<u>\$205,353.18</u>

CONTRACTOR: APAC-KANSAS, INC.

BY: _____
OWNER or AUTHORIZED REPRESENTATIVE

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

BY: _____
TREY COCKING, CITY MANAGER

Date: _____

Attest: _____
CITY CLERK



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: September 6, 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 upcoming meetings on September 20, 2023.

Commission Meeting :

- Proclamation Recognizing the 100-Year Anniversary of Soden's Grove Bridge.
- Bond Resolution
- Airport Design Agreement with Lockner.
- MOU with USD#253.
- Industrial Park III Waterline Easement

Study Session :

- Discussion of CVAB(TGT) Advisory Board priorities and Strategic Plan.
- Urbanside Park Discussion.
- Discuss Flint Hills Technical College.

Title: 2023 General Obligation Bond Issue-Study Session

Agenda Date: September 6, 2023

Presented By: Trey Cocking, City Manager
Mark Detter, Assistant City Manager
Janet Harrouff, Finance Director
Tayler Wash, Special Projects Director

Background:

The City of Emporia, Kansas is working with Greg Vahrenberg, Municipal Financial Advisor of Raymond James and Dominic Eck, Bond Counsel of Gilmore & Bell on issuing \$9,925,000 Bank Qualified General Obligation Bonds.

City of Emporia staff would like to issue the 2023 Series General Obligation Bonds prior to year-end to use the entire allotment of Bank Qualified bonds allotted to the City for the purposes of banks and other financial institutions bidding on the bonds for tax exemption purposes. Additionally, the purchase of nearly \$5 million in meters is imminent (50% of which is being charged to the Water Fund and 50% to Sewer Fund).

Discussion

The projects identified for the bond issue are the following:

Meter installation-\$5,000,000
Water Tower rehab-\$865,000
Replacement of Lift Station # 1-\$2,800,000
Replacement of Lift Station #15-\$500,000
Replacement of Sewer Main from Logan Avenue to the south of Zoo Education Building -\$1,000,000

Raymond James is projecting Net Interest Costs on the Bonds of 4.02% over 20 years. The debt schedule for the 2023 General Obligations will be escalated (front-loaded) to reflect the payment on the meters for the first 10 years of the bond issue. Interest on the bonds will be paid in March and September of each year, starting March 1, 2024. Principal on the Bonds will be paid September 1st yearly starting in September of 2024. The Bond will be subject to redemption (callable) September 1, 2032, on the 2033 Bonds and all bonds maturing thereafter until September 1, 2043. The Bonds will be callable in whole or in part after September 1, 2032.

The City of Emporia's Debt Policy sets benchmarks for the City's fiscal condition at the time of issuance of debt. The City certainly meets debt guidelines for per capita debt requirements and debt as a percentage of assessed valuation. The City's debt policy highly recommends that assets financed via debt issuance do not go beyond such assets' useful life when structuring the debt services. The debt service on the above-mentioned assets does not exceed the useful life of such assets (particularly when considering the meters are financed over a 10-year period). The City sets benchmarks in its debt policy for debt retirement and although this issue has an escalating debt structure, the Bond issue will be 20 years in length beyond the debt policy recommendation of 15-year and the benchmark of 35% of principal being paid off at 5 years and 70% of principal at 10 years will not be met in the original issue.

Authorizing resolutions will be adopted at the next meeting and the FA agreement will be approved. The Bonds are slated for sale November 15, 2023, at 9 a.m., with Commission approval of the Bond sale at 11 a.m. the same day. Raymond James will use the PARITY Electronic platform for tabulating bids. The Bond issue will be placed on Bloomberg and will use MuniHub to distribute POS. Closing for the 2023 Bond issue is slated for November 29th.

Financial Considerations

The 2023 Bond Issue will be factored into the 2024 Debt Service Schedule. Principal and Interest will be payable for interest funds. Potentially (depending upon Premium on Bonds) some of the cost of issuance on the bonds and some of the funding for the projects listed above will be paid directly from the Water and Sewer Fund.

As mentioned in the CIP discussion at the August 16th Commission meeting, both the Water Fund and Sewer Fund have debt service reductions that the new debt from the 2023 issue will replace and add between 125K and 150K respectively, to the yearly debt service of both funds. The Water rate study has factored in meter and water tower improvements. The Sewer Fund will need to be analyzed near year-end to determine what level of revenue enhancements should be considered going forward.

Attachments:

Preliminary Official Statement
Information on the Issuer
Debt Schedule Projections
Financial Advisory Agreement
Timetable of events



DRAFT FINANCING ANALYSIS

Raymond James Public Finance

Discussion Materials
August 4, 2023

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Managing Director
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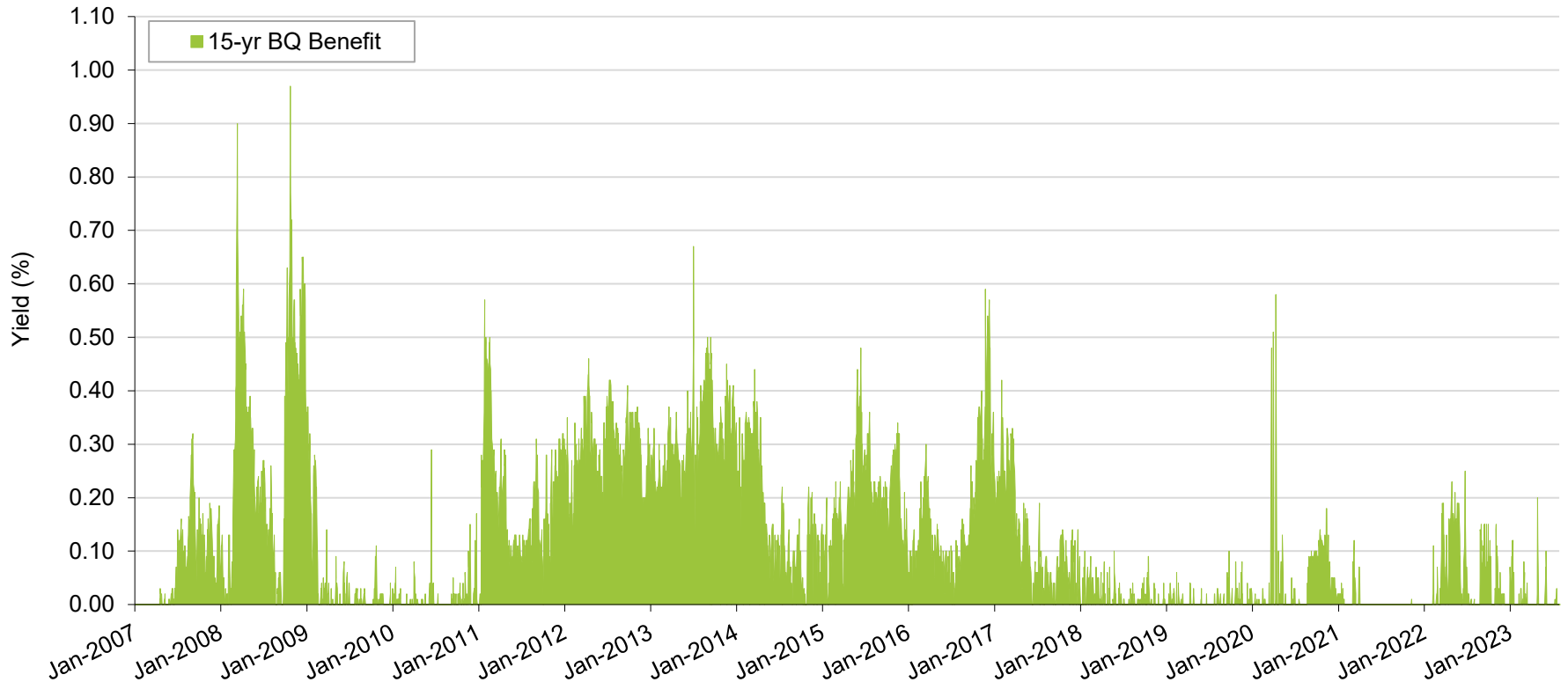
RAYMOND JAMES

Value of Bank Qualified Designation

Bank qualified deals provided substantial yield benefits in the years leading up to the ARRA, when the bank qualified limit was raised to \$30 million. Due to increased supply, little advantage was seen in the 15-year rates until this limit returned to \$10 million in 2011.

As a result of the Tax Cuts and Jobs Act in 2017, the BQ benefit has fallen substantially because of the higher rates needed to offset the much lower tax burden banks now face.

**15-Year BQ Benefit over MMD
2007 to Current**



Draft Financing Analysis: 10-Year Repayment

SOURCES AND USES OF FUNDS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size=\$10 Million, 10 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Sources:

Bond Proceeds:

Par Amount	9,115,000.00
Premium	979,044.65
	<u>10,094,044.65</u>

Other Sources of Funds:

Water Funds	40,000.00
Sewer Funds	80,000.00
	<u>120,000.00</u>

10,214,044.65

Uses:

Project Fund Deposits:

Project Fund	10,060,000.00
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Cost of Issuance:

Other Cost of Issuance	60,000.00
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Delivery Date Expenses:

Underwriter's Discount	91,150.00
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Other Uses of Funds:

Additional Proceeds	2,894.65
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10,214,044.65

BOND DEBT SERVICE

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size=\$10 Million, 10 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/01/2023						9,115,000	9,115,000
03/01/2024			151,916.67	151,916.67		9,115,000	9,115,000
09/01/2024	790,000	5.000%	227,875.00	1,017,875.00	1,169,791.67	8,325,000	8,325,000
03/01/2025			208,125.00	208,125.00		8,325,000	8,325,000
09/01/2025	755,000	5.000%	208,125.00	963,125.00	1,171,250.00	7,570,000	7,570,000
03/01/2026			189,250.00	189,250.00		7,570,000	7,570,000
09/01/2026	795,000	5.000%	189,250.00	984,250.00	1,173,500.00	6,775,000	6,775,000
03/01/2027			169,375.00	169,375.00		6,775,000	6,775,000
09/01/2027	830,000	5.000%	169,375.00	999,375.00	1,168,750.00	5,945,000	5,945,000
03/01/2028			148,625.00	148,625.00		5,945,000	5,945,000
09/01/2028	875,000	5.000%	148,625.00	1,023,625.00	1,172,250.00	5,070,000	5,070,000
03/01/2029			126,750.00	126,750.00		5,070,000	5,070,000
09/01/2029	920,000	5.000%	126,750.00	1,046,750.00	1,173,500.00	4,150,000	4,150,000
03/01/2030			103,750.00	103,750.00		4,150,000	4,150,000
09/01/2030	965,000	5.000%	103,750.00	1,068,750.00	1,172,500.00	3,185,000	3,185,000
03/01/2031			79,625.00	79,625.00		3,185,000	3,185,000
09/01/2031	1,010,000	5.000%	79,625.00	1,089,625.00	1,169,250.00	2,175,000	2,175,000
03/01/2032			54,375.00	54,375.00		2,175,000	2,175,000
09/01/2032	1,060,000	5.000%	54,375.00	1,114,375.00	1,168,750.00	1,115,000	1,115,000
03/01/2033			27,875.00	27,875.00		1,115,000	1,115,000
09/01/2033	1,115,000	5.000%	27,875.00	1,142,875.00	1,170,750.00		
	9,115,000		2,595,291.67	11,710,291.67	11,710,291.67		

BOND PRICING

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size=\$10 Million, 10 Year Term)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	09/01/2024	790,000	5.000%	3.280%	101.398				11,044.20
	09/01/2025	755,000	5.000%	3.140%	103.284				24,794.20
	09/01/2026	795,000	5.000%	3.000%	105.389				42,842.55
	09/01/2027	830,000	5.000%	2.890%	107.600				63,080.00
	09/01/2028	875,000	5.000%	2.850%	109.639				84,341.25
	09/01/2029	920,000	5.000%	2.830%	111.589				106,618.80
	09/01/2030	965,000	5.000%	2.810%	113.526				130,525.90
	09/01/2031	1,010,000	5.000%	2.780%	115.526				156,812.60
	09/01/2032	1,060,000	5.000%	2.840%	116.766				177,719.60
	09/01/2033	1,115,000	5.000%	2.900%	116.257 C	3.071%	09/01/2032	100.000	181,265.55
		9,115,000							979,044.65

Dated Date	11/01/2023	
Delivery Date	11/01/2023	
First Coupon	03/01/2024	
Par Amount	9,115,000.00	
Premium	979,044.65	
Production	10,094,044.65	110.741027%
Underwriter's Discount	-91,150.00	-1.000000%
Purchase Price	10,002,894.65	109.741027%
Accrued Interest		
Net Proceeds	10,002,894.65	

BOND SUMMARY STATISTICS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size=\$10 Million, 10 Year Term)

Dated Date	11/01/2023
Delivery Date	11/01/2023
Last Maturity	09/01/2033
Arbitrage Yield	2.864143%
True Interest Cost (TIC)	3.083319%
Net Interest Cost (NIC)	3.289413%
All-In TIC	3.205115%
Average Coupon	5.000000%
Average Life (years)	5.695
Duration of Issue (years)	5.022
Par Amount	9,115,000.00
Bond Proceeds	10,094,044.65
Total Interest	2,595,291.67
Net Interest	1,707,397.02
Total Debt Service	11,710,291.67
Maximum Annual Debt Service	1,173,500.00
Average Annual Debt Service	1,190,877.12
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	109.741027

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	9,115,000.00	110.741	5.000%	5.695
	9,115,000.00			5.695

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,115,000.00	9,115,000.00	9,115,000.00
+ Accrued Interest			
+ Premium (Discount)	979,044.65	979,044.65	979,044.65
- Underwriter's Discount	-91,150.00	-91,150.00	
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	10,002,894.65	9,942,894.65	10,094,044.65
Target Date	11/01/2023	11/01/2023	11/01/2023
Yield	3.083319%	3.205115%	2.864143%

Draft Financing Analysis: 15-Year Repayment

SOURCES AND USES OF FUNDS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 15 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Sources:

Bond Proceeds:	
Par Amount	9,040,000.00
Premium	1,050,586.20
	10,090,586.20

Other Sources of Funds:

Water Funds	40,000.00
Sewer Funds	80,000.00
	120,000.00
	10,210,586.20

Uses:

Project Fund Deposits:	
Project Fund	10,060,000.00

Cost of Issuance:

Other Cost of Issuance	60,000.00
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Delivery Date Expenses:

Underwriter's Discount	90,400.00
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Other Uses of Funds:

Additional Proceeds	186.20
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10,210,586.20

BOND DEBT SERVICE

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 15 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/01/2023						9,040,000	9,040,000
03/01/2024			150,666.67	150,666.67		9,040,000	9,040,000
09/01/2024	485,000	5.000%	226,000.00	711,000.00	861,666.67	8,555,000	8,555,000
03/01/2025			213,875.00	213,875.00		8,555,000	8,555,000
09/01/2025	435,000	5.000%	213,875.00	648,875.00	862,750.00	8,120,000	8,120,000
03/01/2026			203,000.00	203,000.00		8,120,000	8,120,000
09/01/2026	460,000	5.000%	203,000.00	663,000.00	866,000.00	7,660,000	7,660,000
03/01/2027			191,500.00	191,500.00		7,660,000	7,660,000
09/01/2027	480,000	5.000%	191,500.00	671,500.00	863,000.00	7,180,000	7,180,000
03/01/2028			179,500.00	179,500.00		7,180,000	7,180,000
09/01/2028	505,000	5.000%	179,500.00	684,500.00	864,000.00	6,675,000	6,675,000
03/01/2029			166,875.00	166,875.00		6,675,000	6,675,000
09/01/2029	530,000	5.000%	166,875.00	696,875.00	863,750.00	6,145,000	6,145,000
03/01/2030			153,625.00	153,625.00		6,145,000	6,145,000
09/01/2030	560,000	5.000%	153,625.00	713,625.00	867,250.00	5,585,000	5,585,000
03/01/2031			139,625.00	139,625.00		5,585,000	5,585,000
09/01/2031	585,000	5.000%	139,625.00	724,625.00	864,250.00	5,000,000	5,000,000
03/01/2032			125,000.00	125,000.00		5,000,000	5,000,000
09/01/2032	615,000	5.000%	125,000.00	740,000.00	865,000.00	4,385,000	4,385,000
03/01/2033			109,625.00	109,625.00		4,385,000	4,385,000
09/01/2033	645,000	5.000%	109,625.00	754,625.00	864,250.00	3,740,000	3,740,000
03/01/2034			93,500.00	93,500.00		3,740,000	3,740,000
09/01/2034	675,000	5.000%	93,500.00	768,500.00	862,000.00	3,065,000	3,065,000
03/01/2035			76,625.00	76,625.00		3,065,000	3,065,000
09/01/2035	710,000	5.000%	76,625.00	786,625.00	863,250.00	2,355,000	2,355,000
03/01/2036			58,875.00	58,875.00		2,355,000	2,355,000
09/01/2036	745,000	5.000%	58,875.00	803,875.00	862,750.00	1,610,000	1,610,000
03/01/2037			40,250.00	40,250.00		1,610,000	1,610,000
09/01/2037	785,000	5.000%	40,250.00	825,250.00	865,500.00	825,000	825,000
03/01/2038			20,625.00	20,625.00		825,000	825,000
09/01/2038	825,000	5.000%	20,625.00	845,625.00	866,250.00		
	9,040,000		3,921,666.67	12,961,666.67	12,961,666.67		

BOND PRICING

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 15 Year Term)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	
Serial Bonds:										
	09/01/2024	485,000	5.000%	3.280%	101.398				6,780.30	
	09/01/2025	435,000	5.000%	3.140%	103.284				14,285.40	
	09/01/2026	460,000	5.000%	3.000%	105.389				24,789.40	
	09/01/2027	480,000	5.000%	2.890%	107.600				36,480.00	
	09/01/2028	505,000	5.000%	2.850%	109.639				48,676.95	
	09/01/2029	530,000	5.000%	2.830%	111.589				61,421.70	
	09/01/2030	560,000	5.000%	2.810%	113.526				75,745.60	
	09/01/2031	585,000	5.000%	2.780%	115.526				90,827.10	
	09/01/2032	615,000	5.000%	2.840%	116.766				103,110.90	
	09/01/2033	645,000	5.000%	2.900%	116.257	C	3.071%	09/01/2032	100.000	104,857.65
	09/01/2034	675,000	5.000%	3.040%	115.079	C	3.330%	09/01/2032	100.000	101,783.25
	09/01/2035	710,000	5.000%	3.130%	114.330	C	3.509%	09/01/2032	100.000	101,743.00
	09/01/2036	745,000	5.000%	3.280%	113.093	C	3.708%	09/01/2032	100.000	97,542.85
	09/01/2037	785,000	5.000%	3.440%	111.791	C	3.889%	09/01/2032	100.000	92,559.35
	09/01/2038	825,000	5.000%	3.550%	110.907	C	4.016%	09/01/2032	100.000	89,982.75
		9,040,000							1,050,586.20	

Dated Date	11/01/2023
Delivery Date	11/01/2023
First Coupon	03/01/2024
Par Amount	9,040,000.00
Premium	1,050,586.20
Production	10,090,586.20
Underwriter's Discount	-90,400.00
Purchase Price	10,000,186.20
Accrued Interest	
Net Proceeds	10,000,186.20

111.621529%
-1.000000%

110.621529%

BOND SUMMARY STATISTICS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 15 Year Term)

Dated Date	11/01/2023
Delivery Date	11/01/2023
Last Maturity	09/01/2038
Arbitrage Yield	3.092134%
True Interest Cost (TIC)	3.521352%
Net Interest Cost (NIC)	3.775793%
All-In TIC	3.607691%
Average Coupon	5.000000%
Average Life (years)	8.676
Duration of Issue (years)	7.102
Par Amount	9,040,000.00
Bond Proceeds	10,090,586.20
Total Interest	3,921,666.67
Net Interest	2,961,480.47
Total Debt Service	12,961,666.67
Maximum Annual Debt Service	867,250.00
Average Annual Debt Service	873,820.22
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	110.621529

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	9,040,000.00	111.622	5.000%	8.676
	9,040,000.00			8.676

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,040,000.00	9,040,000.00	9,040,000.00
+ Accrued Interest			
+ Premium (Discount)	1,050,586.20	1,050,586.20	1,050,586.20
- Underwriter's Discount	-90,400.00	-90,400.00	
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	10,000,186.20	9,940,186.20	10,090,586.20
Target Date	11/01/2023	11/01/2023	11/01/2023
Yield	3.521352%	3.607691%	3.092134%

Draft Financing Analysis: 20-Year Repayment

SOURCES AND USES OF FUNDS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 20 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Sources:

Bond Proceeds:

Par Amount	9,100,000.00
Premium	992,927.55
	<u>10,092,927.55</u>

Other Sources of Funds:

Water Funds	40,000.00
Sewer Funds	80,000.00
	<u>120,000.00</u>
	<u>10,212,927.55</u>

Uses:

Project Fund Deposits:

Project Fund	10,060,000.00
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Cost of Issuance:

Other Cost of Issuance	60,000.00
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Delivery Date Expenses:

Underwriter's Discount	91,000.00
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Other Uses of Funds:

Additional Proceeds	1,927.55
	<u>10,212,927.55</u>

BOND DEBT SERVICE

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 20 Year Term)

Dated Date 11/01/2023
Delivery Date 11/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/01/2023						9,100,000	9,100,000
03/01/2024			151,666.67	151,666.67		9,100,000	9,100,000
09/01/2024	435,000	5.000%	227,500.00	662,500.00	814,166.67	8,665,000	8,665,000
03/01/2025			216,625.00	216,625.00		8,665,000	8,665,000
09/01/2025	415,000	5.000%	216,625.00	631,625.00	848,250.00	8,250,000	8,250,000
03/01/2026			206,250.00	206,250.00		8,250,000	8,250,000
09/01/2026	435,000	5.000%	206,250.00	641,250.00	847,500.00	7,815,000	7,815,000
03/01/2027			195,375.00	195,375.00		7,815,000	7,815,000
09/01/2027	455,000	5.000%	195,375.00	650,375.00	845,750.00	7,360,000	7,360,000
03/01/2028			184,000.00	184,000.00		7,360,000	7,360,000
09/01/2028	480,000	5.000%	184,000.00	664,000.00	848,000.00	6,880,000	6,880,000
03/01/2029			172,000.00	172,000.00		6,880,000	6,880,000
09/01/2029	505,000	5.000%	172,000.00	677,000.00	849,000.00	6,375,000	6,375,000
03/01/2030			159,375.00	159,375.00		6,375,000	6,375,000
09/01/2030	530,000	5.000%	159,375.00	689,375.00	848,750.00	5,845,000	5,845,000
03/01/2031			146,125.00	146,125.00		5,845,000	5,845,000
09/01/2031	555,000	5.000%	146,125.00	701,125.00	847,250.00	5,290,000	5,290,000
03/01/2032			132,250.00	132,250.00		5,290,000	5,290,000
09/01/2032	580,000	5.000%	132,250.00	712,250.00	844,500.00	4,710,000	4,710,000
03/01/2033			117,750.00	117,750.00		4,710,000	4,710,000
09/01/2033	610,000	5.000%	117,750.00	727,750.00	845,500.00	4,100,000	4,100,000
03/01/2034			102,500.00	102,500.00		4,100,000	4,100,000
09/01/2034	325,000	5.000%	102,500.00	427,500.00	530,000.00	3,775,000	3,775,000
03/01/2035			94,375.00	94,375.00		3,775,000	3,775,000
09/01/2035	345,000	5.000%	94,375.00	439,375.00	533,750.00	3,430,000	3,430,000
03/01/2036			85,750.00	85,750.00		3,430,000	3,430,000
09/01/2036	360,000	5.000%	85,750.00	445,750.00	531,500.00	3,070,000	3,070,000
03/01/2037			76,750.00	76,750.00		3,070,000	3,070,000
09/01/2037	380,000	5.000%	76,750.00	456,750.00	533,500.00	2,690,000	2,690,000
03/01/2038			67,250.00	67,250.00		2,690,000	2,690,000
09/01/2038	395,000	5.000%	67,250.00	462,250.00	529,500.00	2,295,000	2,295,000
03/01/2039			57,375.00	57,375.00		2,295,000	2,295,000
09/01/2039	415,000	5.000%	57,375.00	472,375.00	529,750.00	1,880,000	1,880,000
03/01/2040			47,000.00	47,000.00		1,880,000	1,880,000
09/01/2040	435,000	5.000%	47,000.00	482,000.00	529,000.00	1,445,000	1,445,000
03/01/2041			36,125.00	36,125.00		1,445,000	1,445,000
09/01/2041	460,000	5.000%	36,125.00	496,125.00	532,250.00	985,000	985,000
03/01/2042			24,625.00	24,625.00		985,000	985,000
09/01/2042	480,000	5.000%	24,625.00	504,625.00	529,250.00	505,000	505,000
03/01/2043			12,625.00	12,625.00		505,000	505,000
09/01/2043	505,000	5.000%	12,625.00	517,625.00	530,250.00		
	9,100,000		4,647,416.67	13,747,416.67	13,747,416.67		

BOND PRICING

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 20 Year Term)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	09/01/2024	435,000	5.000%	3.280%	101.398				6,081.30
	09/01/2025	415,000	5.000%	3.140%	103.284				13,628.60
	09/01/2026	435,000	5.000%	3.000%	105.389				23,442.15
	09/01/2027	455,000	5.000%	2.890%	107.600				34,580.00
	09/01/2028	480,000	5.000%	2.850%	109.639				46,267.20
	09/01/2029	505,000	5.000%	2.830%	111.589				58,524.45
	09/01/2030	530,000	5.000%	2.810%	113.526				71,687.80
	09/01/2031	555,000	5.000%	2.780%	115.526				86,169.30
	09/01/2032	580,000	5.000%	2.840%	116.766				97,242.80
	09/01/2033	610,000	5.000%	2.900%	116.257	C	3.071%	09/01/2032	100.000
	09/01/2034	325,000	5.000%	3.040%	115.079	C	3.330%	09/01/2032	100.000
	09/01/2035	345,000	5.000%	3.130%	114.330	C	3.509%	09/01/2032	100.000
	09/01/2036	360,000	5.000%	3.280%	113.093	C	3.708%	09/01/2032	100.000
	09/01/2037	380,000	5.000%	3.440%	111.791	C	3.889%	09/01/2032	100.000
	09/01/2038	395,000	5.000%	3.550%	110.907	C	4.016%	09/01/2032	100.000
	09/01/2039	415,000	5.000%	3.590%	110.587	C	4.085%	09/01/2032	100.000
	09/01/2040	435,000	5.000%	3.630%	110.269	C	4.146%	09/01/2032	100.000
	09/01/2041	460,000	5.000%	3.680%	109.872	C	4.207%	09/01/2032	100.000
	09/01/2042	480,000	5.000%	3.760%	109.241	C	4.280%	09/01/2032	100.000
	09/01/2043	505,000	5.000%	3.820%	108.771	C	4.336%	09/01/2032	100.000
		9,100,000							992,927.55

Dated Date	11/01/2023
Delivery Date	11/01/2023
First Coupon	03/01/2024
Par Amount	9,100,000.00
Premium	992,927.55
Production	10,092,927.55
Underwriter's Discount	-91,000.00
Purchase Price	10,001,927.55
Accrued Interest	
Net Proceeds	10,001,927.55

BOND SUMMARY STATISTICS

City of Emporia, Kansas
General Obligation Bonds, Series 2023
Market Rates as of August 4, 2023, Assumes 'AA-' Rating
(Project Size =\$10 Million, 20 Year Term)

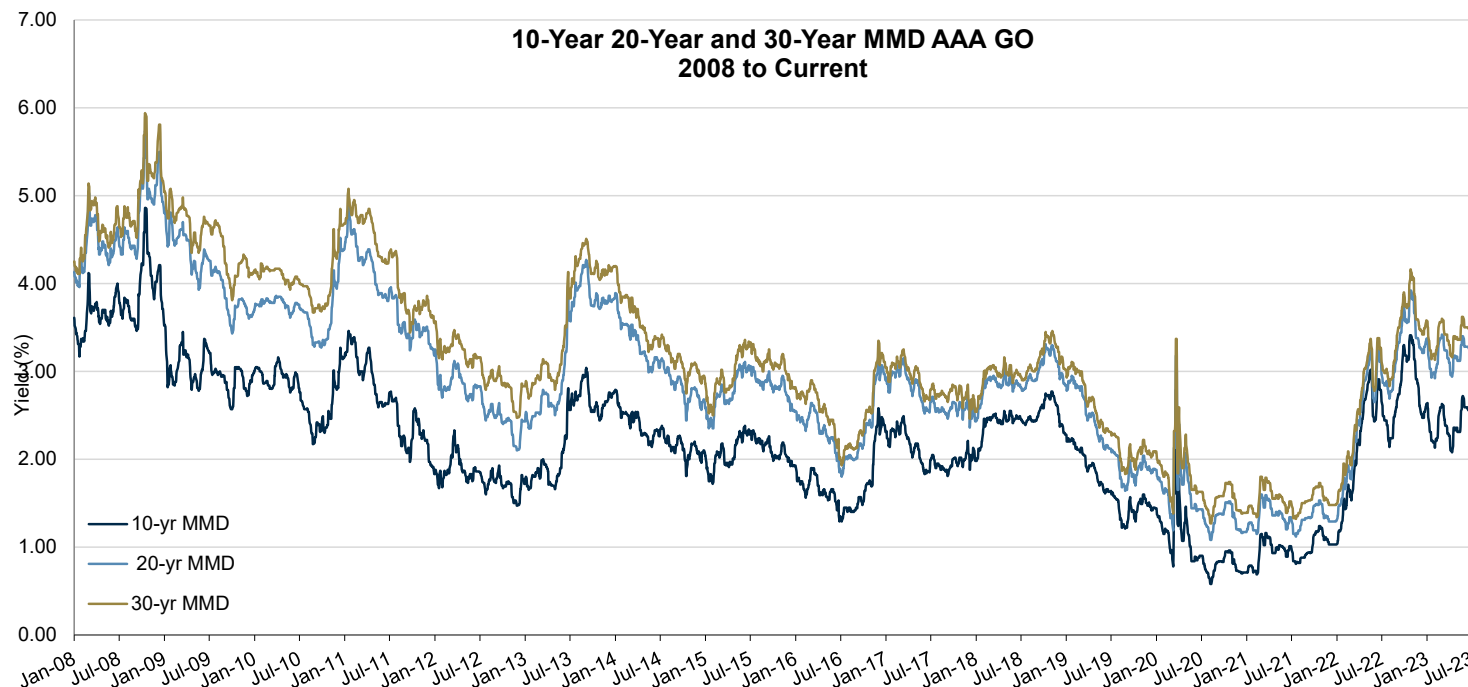
Dated Date	11/01/2023
Delivery Date	11/01/2023
Last Maturity	09/01/2043
Arbitrage Yield	3.230607%
True Interest Cost (TIC)	3.761419%
Net Interest Cost (NIC)	4.029646%
All-In TIC	3.838476%
Average Coupon	5.000000%
Average Life (years)	10.214
Duration of Issue (years)	7.968
Par Amount	9,100,000.00
Bond Proceeds	10,092,927.55
Total Interest	4,647,416.67
Net Interest	3,745,489.12
Total Debt Service	13,747,416.67
Maximum Annual Debt Service	849,000.00
Average Annual Debt Service	693,147.06
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	109.911292

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	9,100,000.00	110.911	5.000%	10.214
	9,100,000.00			10.214

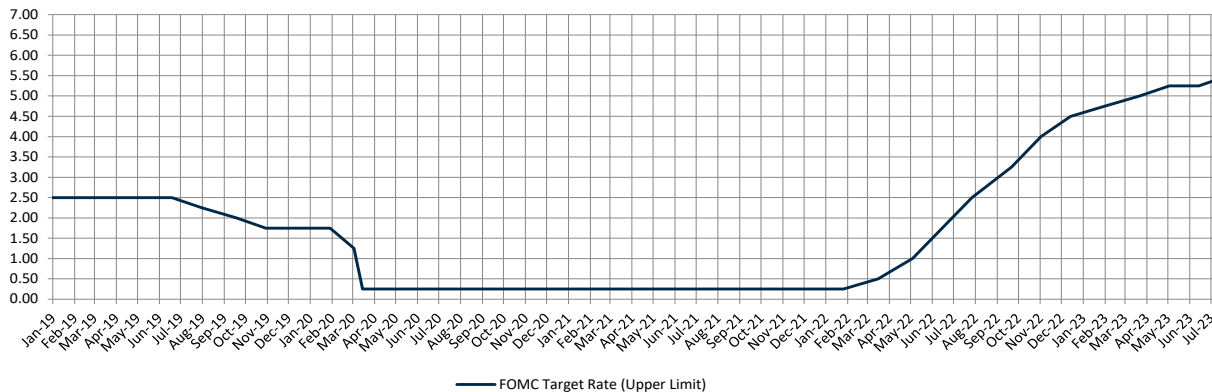
	TIC	All-In TIC	Arbitrage Yield
Par Value	9,100,000.00	9,100,000.00	9,100,000.00
+ Accrued Interest			
+ Premium (Discount)	992,927.55	992,927.55	992,927.55
- Underwriter's Discount	-91,000.00	-91,000.00	
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	10,001,927.55	9,941,927.55	10,092,927.55
Target Date	11/01/2023	11/01/2023	11/01/2023
Yield	3.761419%	3.838476%	3.230607%

Bond Market Information

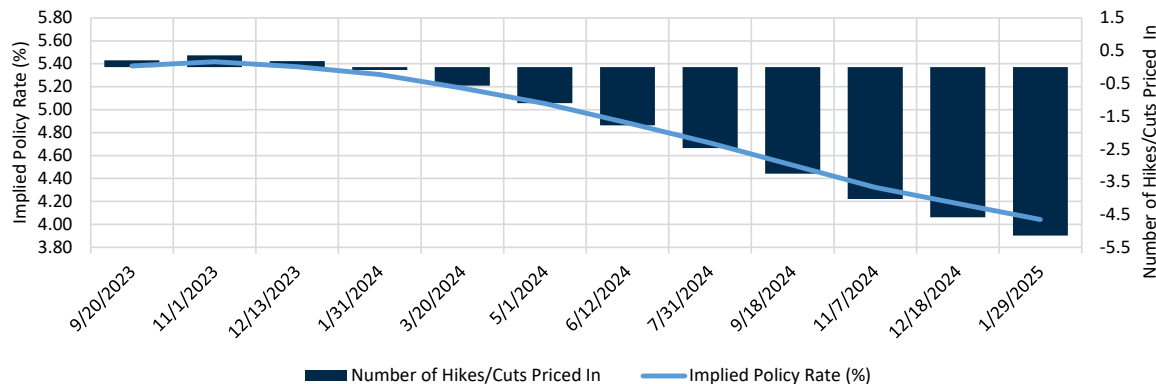
- MMD rates set new record lows after Brexit in July 2016 but rose in the wake of the 2016 Presidential election.
- In December 2016, the Federal Reserve increased the target fed funds rate for the first time in over a year. They continued to practice their strategy of gradual rate increases in 2017 by implementing three additional rate hikes.
- In July 2019, the Federal Reserve reversed course and cut the target fed funds rate for the first time in 10 years on the back of trade war fears with China and increasing global economic weakness.
- In August 2020, the municipal market hit all-time record lows throughout the entire curve.
- 2022 saw MMD steadily increase due to a series of Fed Rate hikes starting in March that finally began to reverse course due to the softening of inflation levels in late 2022 and early 2023.
- In the first half of 2023, MMD rapidly increased due to the banking and debt ceiling crisis.



- In 2022, the Fed announced a 50 bp rate hike in their May 4, 2022 meeting followed by 75 bp hikes on June 15, 2022, July 27th, September 21st, and November 2nd. On December 14th, the Fed increased the fed funds rate by 50 bps.
- On February 1st, 2023, March 22nd, 2023, and May 3rd the Fed increased the fed funds rate by 25 bps. This was not followed on June 14th as the Fed paused the consecutive rate hikes, but picked back up on July 26th with a 25 bp hike. Last year's four separate 75 bp increases in the Fed Funds rate by the FOMC have been the largest increases since 1994.
- The June FOMC meeting halted 10 consecutive rate hikes since the beginning of 2022.



Implied Overnight Rate & Number of Rate Hikes/Cuts

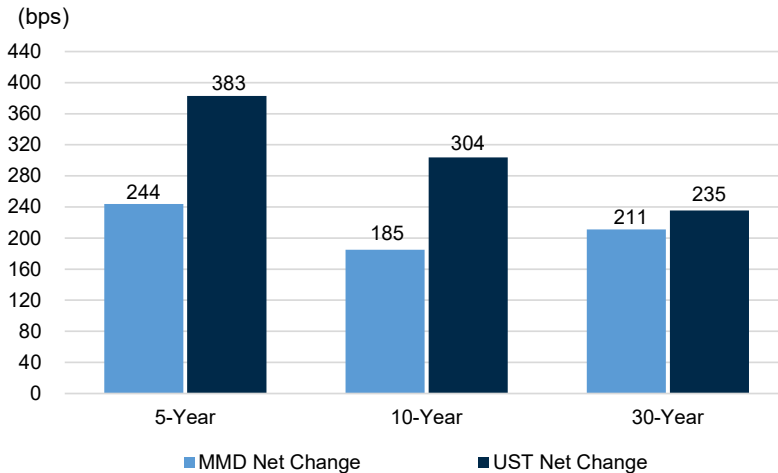


Source: Bloomberg as of July 31st, 2023.

- Tax-exempt yields:
 - *The 30 Year MMD has been lower than the current rate of 3.51%, 33.98% of the time since 1993.*

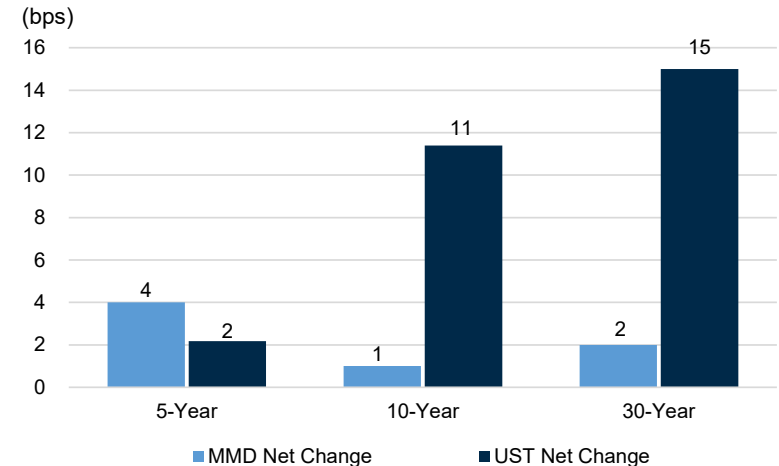
MMD and UST Movement 2021-2023 YTD

January 4, 2021 – July 28, 2023



MMD and UST Movement Over the Past Month

June 30, 2023 – July 28, 2023

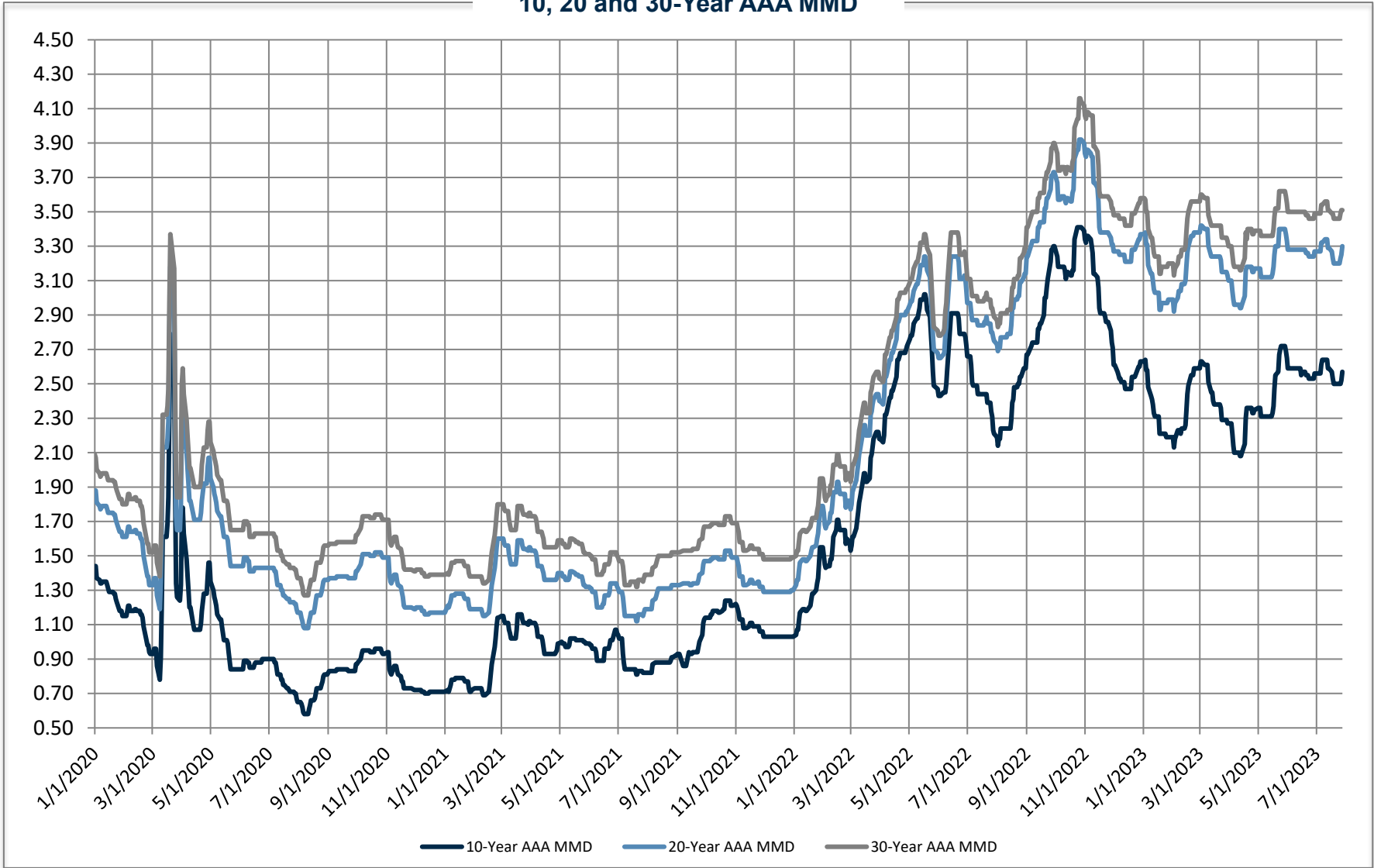


MMD	5Y	10Y	30Y	UST	5Y	10Y	30Y	MMD/UST Ratios	5Y	10Y	30Y
Current	2.66%	2.57%	3.51%	Current	4.18%	3.95%	4.01%	Current	63.68%	65.05%	87.52%
2021-2023 YTD Low:	0.2%	0.69%	1.32%	2021-2023 YTD Low:	0.35%	0.91%	1.66%	2021-2023 YTD Low:	38.35%	54.03%	63.70%
2021-2023 YTD High:	3.24%	3.41%	4.16%	2021-2023 YTD High:	4.44%	4.24%	4.38%	2021-2023 YTD High:	91.28%	105.39%	110.18%
10Y Low:	0.16%	0.58%	1.27%	10Y Low:	0.19%	0.51%	1.00%	10Y Low:	38.35%	54.03%	63.70%

Source: Bloomberg

MMD Change Since January 2020			
	10-Year MMD	20-Year MMD	30-Year MMD
1/1/2020	1.44	1.88	2.09
1/1/2021	0.71	1.17	1.39
8/7/2020 (Low)	0.58	1.08	1.27
7/28/2023	2.57	3.30	3.51
Low vs. Current	+199 bps	+222 bps	+224 bps

10, 20 and 30-Year AAA MMD



The chart displays the MMD (%) on the y-axis (ranging from 1.00 to 8.00) against time on the x-axis (from Jan 93 to Jan 23). The line shows significant volatility, with major peaks and troughs corresponding to global economic events. Key annotations include:

- NAFTA links U.S. into free trade (Jan 93)
- Fed Funds Peak after 6 rate hikes in 1994 (Jan 94)
- Asian Financial Crisis (Jan 97)
- Nov 1996- Pres Elect (Nov 96)
- Banking Anticipation of Y2K (Jan 99)
- Oct 2002: Tech Crash/Enron (Oct 02)
- Nov 2000: Pres Elect (Nov 00)
- Nov 2004: Pres Elect (Nov 04)
- Dec 2008: Fed Funds Low 0-0.25% (Dec 08)
- Dec 2008: Global Financial Crisis (Dec 08)
- Nov 2008: Pres Elect (Nov 08)
- May 2013: Taper Tantrum (May 13)
- Nov 2012: Pres Elect (Nov 12)
- Oct 2011: Eurozone Sovereign Crisis (Oct 11)
- Dec 2015: First Fed Rate Hike Post 2008 Crisis (Dec 15)
- Jun 2016: UK Brexit Vote (Jun 16)
- Feb 2016: Oil Market Crash (Feb 16)
- Aug 2019: Fed Begins Most Recent Round of Rate Cuts (Aug 19)
- Jan 2020: Covid-19 Pandemic, Fed Rate Target 0-0.25% (Mar 20)
- Nov 2020: Pres Elect (Nov 20)
- May 2023 Fed Rate Hike (May 23)
- Collapse of Silicon Valley Bank (May 23)
- Jan 2023 Fed Rate Hike (Jan 23)
- Russia Invades Ukraine (Feb 24)

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

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APPENDIX A

INFORMATION CONCERNING THE ISSUER

APPENDIX A

INFORMATION CONCERNING THE ISSUER

GENERAL

Size and Location

The City of Emporia, Kansas (the “City”) is the county seat of Lyon County, Kansas (the “County”). The City is located approximately 110 miles southwest of Kansas City, Missouri, 50 miles south of Topeka, Kansas and 85 miles northeast of Wichita, Kansas. The City encompasses approximately 11.61 square miles and has a current estimated population of 24,343 persons. The City is located on the eastern edge of the Flint Hills region at the intersection of the Kansas Turnpike and Interstate Highway 35.

Government and Organization of the Issuer

The City was established in 1857 and is a city of the first class. The City operates under the Commission-Manager form of government. The five Commission members are elected at large and serve two or four year terms. The Mayor presides over Commission meetings and appoints certain City officials, subject to Commission approval. The City Manager is appointed by the Commission and is charged with the efficient and effective administration of the City.

Municipal Services and Utilities

Retail electric power is provided in the City by Evergy and natural gas service is provided by Kansas Gas Service. Treated water is distributed from the City-owned facilities. The City’s water treatment plant currently produces 11.19 million gallons of water daily with a capacity of 20 million gallons daily. Sewage treatment is provided by City-owned facilities. The wastewater treatment plant currently treats 4.6 million gallons per day with a capacity of 8 million gallons daily. Refuse services are provided by the City.

Transportation and Communication Facilities

The City is intersected by Interstate Highway #35, U.S. Highway #50 and Kansas Highways #57 and #99, in addition to the Kansas Turnpike. Emporia’s motor freight service is provided by several freight companies with direct and connecting schedules to all major cities in the United States.

The Burlington Northern Santa Fe Railroad provides rail service with daily package-care service in and out of Emporia, with lines radiating in three directions. The existing terminals have adequate capacity to handle present and future needs. The City’s location is also beneficial to bus service with transportation available at regular intervals in all directions.

Emporia Municipal Airport is located within seven miles of the City and provides service for small and private aircraft and has a 5,000-foot paved and lighted runway. Dwight D. Eisenhower National Airport in Wichita, Kansas and Kansas City International Airport in Kansas City, Missouri provide commercial air service through the major airline companies.

Educational Institutions and Facilities

The City is home to a complete educational system from primary level to higher education institutions. Unified School District No. 253 provides public education through its six elementary schools, two intermediate schools, one middle school and one senior high school. Total enrollment for the Unified School District No. 253 is approximately 4,593. The City also has three private elementary schools.

Emporia State University, a state-supported university, offers 72 undergraduate and 37 graduate fields of study and awards 17 different degrees. The University was founded in 1863 as the state’s first school for training teachers and is governed by the Board of Regents of Kansas Universities. The campus has 18 buildings and encompasses nearly 200 acres. In September, 2022, Emporia State University announced plans to reduce its workforce by seven percent, including tenured faculty members.

The Flint Hills Technical College located in the City provides technical skilled training needed by local industry. The Technical College has received top ratings as one of the finest in the country by educational agencies.

Medical and Health Facilities

Newman Regional Health, which is owned by Lyon County, is a 25-bed critical access hospital serving both the City and the surrounding area. Newman Regional Health has more than 70 specialty and primary care physicians and advanced practice providers that work in the hospital and outpatient clinic. Approximately 600 clinical, professional and support services employees and 225 volunteers support the medical staff at Newman Regional Health. In addition, there are two medical clinics that operate in the City and approximately 34 doctors and 20 dentists practice in the City. There are also six nursing homes or assisted living facilities located within the City.

Recreational and Cultural Facilities

The City has 20 parks comprising approximately 357 acres, an 18-hole municipal golf course, swimming pools, community center, municipal library, municipal gymnasium and fitness center and tennis courts. Emporia State University provides additional cultural and recreational opportunities for the students and community members. The Emporia Arts Council provides quality cultural opportunities through performances in music and theater as well as fine art exhibitions. The Lyon County Historical Museum has preserved the history of the County. The Emporia Zoo's natural appearing exhibits contain nearly 400 specimens of birds, mammals, and reptiles.

ECONOMIC INFORMATION

The City's location at the junction of Interstate Highway 35 and the Kansas Turnpike has attracted numerous national and regional companies to open manufacturing or distribution centers in the City. The City is home to over 15 manufacturing and processing companies producing a wide variety of goods including bakery products, graphic arts equipment, automobile parts, pet food, processed beef, and steel products. These companies include Tyson Fresh Meats Inc., Bunge Corporation, Hostess Brands, Norfolk Iron & Metal, Simmons Pet Food, Hills Pet Nutrition, Michelin and Hopkins Manufacturing, among others. In order to attract additional industrial growth the City has approximately 218 acres of available industrial sites located in two industrial parks.

Over the last decade, the City has developed numerous programs to promote economic development activity. Incentives for potential economic development projects include industrial revenue bonds, loans from an Economic Development Trust Fund, property tax exemption, retailers' sales tax exemptions, state provided Community Development Block Grants, and grants from the City's Job Creation Incentive Program.

Major Employers

Listed below are the major employers located in the City and the number employed by each:

<u>Major Employers</u>	<u>Product/Service</u>	<u>Number of Full- & Part-time Employees</u>
Simmons Pet Food	Pet Food	1,000
Unified School District No. 253	Education	991
Tyson Fresh Meats, Inc.	Meat Packing	934
Emporia State University	Higher Education	724
Hostess Brands, LLC	Cake Products	570
Newman Regional Health Hospital	Healthcare	440
Lyon County	County Government	271
City of Emporia	City Government	243
Hopkins Manufacturing Corporation	Automotive Products	232
Wal-Mart Super Center	Retail	213
Michelin	Rubber Products	201
Evco Wholesale Food Corporation	Wholesale Food Distributor	149
Norfolk Iron & Metal Company	Steel Distribution Center	130
Hill's Pet Nutrition	Pet Food	120
Flint Hills Technical College	Technical College	113
Vektek, Inc.	Manufacturer of Hydraulic Clamping Equipment	91
Holman Distribution	Warehousing, Shipping, Transportation	77
Better Life Technologies	Manufacturer of Plastic Home Products	75

Source: Emporia Chamber of Commerce

** In September, 2022, Emporia State University announced plans to reduce its workforce by seven percent, including tenured faculty members.*

Labor Force and Employment

The following table sets forth the labor force and employment figures for Lyon County and the State of Kansas:

LYON COUNTY

<u>Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployed Rate</u>
2013	16,466	15,283	1,183	7.2%
2014	16,539	15,698	841	5.1%
2015	16,682	15,966	716	4.3%
2016	16,897	16,206	691	4.1%
2017	16,864	16,228	636	3.8%
2018	16,722	16,131	591	3.5%
2019	16,878	16,286	592	3.5%
2020	16,709	15,934	775	4.6%
2021	16,958	16,462	496	2.9%
2022	17,028	16,598	430	2.5%

STATE OF KANSAS

<u>Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployed Rate</u>
2013	1,489,395	1,410,470	78,925	5.3%
2014	1,494,203	1,426,892	67,311	4.5%
2015	1,493,782	1,431,533	62,249	4.2%
2016	1,491,961	1,431,920	60,041	4.0%
2017	1,488,346	1,434,516	53,830	3.6%
2018	1,493,360	1,443,204	50,156	3.4%
2019	1,504,552	1,455,263	49,289	3.3%
2020	1,503,002	1,415,445	87,557	5.8%
2021	1,500,677	1,451,204	49,473	3.3%
2022	1,504,932	1,464,834	40,098	2.7%

Source: Labor Market Information Services, Kansas Dept. of Labor in cooperation with BLS, U.S. Dept. of Labor

Sales Tax Collections

In 1984, voters in the City approved a continual one-half cent citywide local option sales tax. In 1994, voters in the City approved an additional one-half cent citywide local option sales tax for a period of ten years, which was most recently renewed and extended to 2039 by voters at an election held in 2020. The total sales tax for goods and services in the City is now 8.5%, which consists of 6.5% imposed by the State of Kansas, 1.0% imposed by Lyon County and a 1% citywide local option sales tax.

Sales tax collections are the responsibility of the Kansas Department of Revenue. The Department of Revenue distributes the local option countywide and citywide sales taxes on a monthly basis. Countywide sales taxes are distributed between the levying county and the cities within the county based on population and relative tax levies. Citywide local option sales taxes are distributed solely to the City.

The City uses sales tax receipts from the 1984 one-half cent local option citywide sales tax to fund infrastructure improvements. Receipts from the additional one-half cent local option citywide sales are used to provide property tax relief and for economic development. During 2000, the City conducted an election during which the voters approved the use of a portion of the sales tax for purposes of constructing an aquatic center.

The voters in Lyon County approved a 1% countywide sales tax at an election held in August, 2008. This sales tax is shared with cities in Lyon County. The County began collecting the sales tax during 2009. The City expects to receive approximately 48% of the countywide general sales tax collections.

The following table lists the total local option sales tax receipts of the City of Emporia in the years indicated:

CITY SALES TAX COLLECTIONS

<u>Year</u>	<u>½ Cent City Sales Tax Receipts</u>	<u>Additional ½ Cent City Sales Tax Receipts</u>	<u>Total City Sales Tax</u>
2013	\$2,118,638	\$2,118,638	\$4,237,276
2014	2,222,751	2,222,751	4,445,502
2015	2,313,452	2,313,452	4,626,904
2016	2,305,720	2,305,720	4,611,441
2017	2,324,761	2,324,761	4,649,522
2018	2,421,680	2,421,680	4,843,361
2019	2,480,468	2,480,468	4,960,937
2020	2,495,797	2,495,797	4,991,594
2021	2,719,833	2,719,833	5,439,666
2022	3,042,597	3,042,597	6,085,194

Source: City Clerk

CITY PORTION OF COUNTYWIDE SALES TAX

<u>Year</u>	<u>City Portion of Countywide Sales Tax Receipts</u>
2013	\$2,428,145
2014	2,211,474
2015	2,309,182
2016	2,278,050
2017	2,271,487
2018	2,385,756
2019	2,463,818
2020	2,535,236
2021	2,822,749
2022	3,112,240

Source: City Clerk

The following table lists the sales tax collections for the State of Kansas portion of the total sales tax in Lyon County during the years as indicated:

LYON COUNTY - STATE SALES TAX COLLECTIONS

<u>Year</u>	<u>Sales Tax Collections</u>	<u>Per Capita Sales Tax</u>
2012	\$24,623,901	\$741.86
2013	24,951,018	731.68
2014	26,863,499	755.25
2015	27,635,474	802.48
2016	28,334,894	851.01
2017	27,987,774	836.04
2018	32,847,299	853.97
2019	34,276,798	998.26
2020	34,214,512	1,043.77
2021	38,276,799	1,140.85

Source: Kansas Statistical Abstract

Financial and Banking Institutions

There are currently 9 banks with 13 banking locations in Lyon County. For the years listed, deposits of the banks located in Lyon County are as follows:

<u>Year</u>	<u>Total Bank Deposits</u>
2013	\$523,785,000
2014	515,071,000
2015	512,603,000
2016	520,018,000
2017	538,880,000
2018	564,434,000
2019	569,603,000
2020	639,188,000
2021	725,471,000
2022	763,257,000

Source: FDIC

Building Permits

The following table indicates the total valuation of building permits issued within the City in the years indicated. These numbers reflect permits issued either for new construction or for major renovation.

<u>Year</u>	<u>New Single Family Dwellings</u>	<u>Total Value New Single Family Dwellings</u>	<u>Total Permits</u>	<u>Total Construction Value</u>
2013	9	\$1,355,622	413	\$11,538,204
2014	12	1,850,898	405	20,258,914
2015	14	1,792,992	431	18,769,295
2016	20	3,264,781	431	19,080,680
2017	32	7,561,767	429	39,861,843
2018	23	4,341,300	705	37,007,253
2019	12	1,447,993	731	23,364,363
2020	17	3,192,895	531	21,094,280
2021	16	3,481,781	755	62,810,742
2022	10	2,250,530	1434	70,132,430
2023*	6	1,404,968	452	32,434,310

*As of July 31, 2023.

Source: City Clerk

Population

The following table shows the approximate population of the City and Lyon County in the years indicated:

<u>Year</u>	<u>City of Emporia Population</u>	<u>Lyon County Population</u>
1960	18,190	26,928
1970	23,116	32,071
1980	25,287	35,108
1990	25,512	34,732
2000	26,760	33,920
2010	24,916	33,371
2020	24,598	33,195
2022	24,343	32,880

The median age of persons in Lyon County and the State of Kansas is 32.5 and 36.0, respectively, per the 2010 Census.

Source: U.S. Bureau of the Census; Kansas Statistical Abstract

Personal Income

The Lyon County personal and per capita personal income and State of Kansas per capita personal income are listed for the years indicated in the following table:

<u>Year</u>	<u>Lyon County Total Personal Income</u>	<u>Lyon County Per Capita Personal Income</u>	<u>State of Kansas Per Capita Personal Income</u>
2010	\$947,340,000	\$28,149	\$38,545
2011	995,811,000	29,493	40,883
2012	985,650,000	29,397	43,725
2013	1,042,013,000	31,139	44,311
2014	1,102,558,000	33,276	44,891
2015	1,136,285,000	34,309	47,161
2016	1,184,109,000	35,452	47,228
2017	1,214,277,000	36,364	48,559
2018	1,279,340,000	38,297	51,471
2019	1,290,411,000	38,840	52,820
2020	1,422,089,000	43,035	55,677

Source: Kansas Statistical Abstract

FINANCIAL INFORMATION OF THE ISSUER

Accounting, Budgeting and Auditing Procedures

The City has established a uniform system of accounting maintained in accordance with the laws of the State of Kansas and generally accepted accounting principles. The accounts are maintained on the modified accrual basis for all budgetary funds and on the accrual basis for all other funds.

An annual budget of estimated receipts and disbursements for the coming calendar year is required by statute to be prepared for all funds (unless specifically exempted). The budget is prepared utilizing the modified accrual basis which is further modified by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes. The proposed budget is presented to the governing body of the City prior to August 1, with a public hearing required to be held prior to August 15, with the final budget to be adopted by a majority vote of the governing body of the City prior to August 25 of each year (or September 20 if the City must conduct a public hearing to levy taxes in excess of its revenue neutral rate described below). Budgets may be amended upon action of the governing body after notice and public hearing, provided that no additional tax revenues may be raised after the original budget is adopted.

The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser. In 2021, the Kansas Legislature passed legislation (the "Revenue Neutral Tax Act") that repeals the "tax lid" (formerly K.S.A. 79-2925c) and provides that, beginning January 1, 2021, a taxing subdivision (which includes any political subdivision of the State that levies an ad valorem property tax, including the City) is not authorized to levy a property tax rate in excess of its revenue neutral rate without first providing notice, holding a public hearing, and authorizing such property tax rate by majority vote of its governing body. The revenue neutral rate means the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation.

The Revenue Neutral Tax Act provides that by June 15 of every year, each county clerk shall calculate the revenue neutral rate for each taxing subdivision in their respective county. If a taxing subdivision desires to levy a tax rate in excess of its revenue neutral rate, it must first publish notice of a public hearing and notify, by July 20, the county clerk of the taxing subdivision's intent to exceed the revenue neutral rate. The county clerk is required to provide notice of the public hearing to each taxpayer with property in the taxing subdivision, along with following information concerning the taxing subdivision: (1) the revenue neutral rate, (2) the proposed property tax revenue needed to fund the proposed budget, (3) the proposed tax rate based on the proposed budget, (4) the tax rate and property tax of each taxing subdivision on the taxpayer's property from the previous year's tax statement, (5) the appraised value and assessed value of the taxpayer's property, (6) estimates of the tax for the current tax year on the taxpayer's property based on the revenue neutral rate of each taxing subdivision and any proposed tax rates that exceed the revenue neutral rates, (7) the difference between the estimates of tax based on the proposed tax rate and the revenue neutral rate. The public hearing regarding exceeding the revenue neutral rate is to be held between August 20 and September 20, and can be held in conjunction with the taxing

subdivision's budget hearing. If multiple taxing subdivisions within the county are required to hold a public hearing, the county clerk's notices to the taxpayer can be combined into a single notice. After the public hearing, the taxing subdivision can approve exceeding the revenue neutral rate by governing body approval of a resolution or ordinance, and thereafter the taxing subdivisions will hold the public hearing and adopt the budget by majority vote of its governing body. The amount of tax to be levied and the adopted budget must be certified to the county clerk by October 1. The taxing subdivision's adopted budget shall not result in a tax rate in excess of its proposed rate stated in the notice provided to the taxpayers. If a taxing subdivision fails to comply with the requirements of the Revenue Neutral Tax Act, it shall refund to the taxpayers any property taxes over-collected based on the amount of the levy that was in excess of the revenue neutral rate.

The City cannot predict the impact of the Revenue Neutral Tax Act on the ratings on the Bonds, or the general rating of the City. A change in the rating on the Bonds or a change in the general rating of the City may adversely impact the market price of the Bonds in the secondary market.

Kansas law prohibits governmental units from creating indebtedness unless there are funds on hand in the proper accounts and unencumbered by previous action with which to pay such indebtedness. An exception to this cash-basis operation is made where provision has been made for payment of obligations by bonds or other specific debt obligations authorized by law.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. In recent years, the annual audit has been performed by Hood and Associates, CPAs, PC, Certified Public Accountants, Overland Park, Kansas. Copies of the audit reports for the past five (5) years are on file in the Clerk's office and are available for review. The audit for the Fiscal Year ended December 31, 2022 is attached hereto as *Appendix B*. The financial information contained in the Appendices to this Official Statement are an integral part of this document and are intended to be read in conjunction herewith.

Property Valuations

The determination of assessed valuation and the collection of property taxes for all political subdivisions in the state of Kansas is the responsibility of the various counties under the direction of state statutes. The County Appraiser's office determines the assessed valuation that is to be used as a basis for the mill levy on property located in the City.

Property subject to ad valorem taxation is divided into two classes, real property and personal property. Real property is divided into seven subclasses; there are six subclasses of personal property. The real property (Class 1) subclasses are: (i) real property used for residential purposes including multi-family mobile or manufactured homes and the real property on which such homes are located, assessed at 11.5%, (ii) agricultural land, valued on the basis of agricultural income or productivity, assessed at 30%, (iii) vacant lots, assessed at 12%, (iv) real property, owned and operated by a not-for-profit organization not subject to federal income taxation, pursuant to Section 501 of the Internal Revenue Code, assessed at 12%, (v) public utility real property, except railroad real property, assessed at the average rate that all other commercial and industrial property is assessed, assessed at 33%, (vi) real property used for commercial and industrial purposes and buildings and other improvements located on land devoted to agricultural use, assessed at 25%, and (vii) all other urban and real property not otherwise specifically classified, assessed at 30%. Tangible personal property (Class 2) subclasses are: (i) mobile homes used for residential purposes, assessed at 11.5%, (ii) mineral leasehold interests, except oil leasehold interests, the average daily production from which is 5 barrels or less, and natural gas leasehold interests, the average daily production from which is 100 mcf or less, which shall be assessed at 25%, assessed at 30%, (iii) public utility tangible personal property, including inventories thereof, except railroad personal property, including inventories thereof, which shall be assessed at the average rate all other commercial and industrial property is assessed, assessed at 33%, (iv) all categories of motor vehicles not defined and specifically valued and taxed pursuant to law enacted prior to January 1, 1985, assessed at 20%, (v) commercial and industrial machinery and equipment which if its economic life is 7 years or more, shall be valued at its retail cost, when new, less seven-year straight-line depreciation, or which, if its economic life is less than 7 years, shall be valued at its retail cost when new, less straight-line depreciation over its economic life, except that, the value so obtained for such property, notwithstanding its economic life and as long as such property is being used, shall not be less than 20% of the retail cost when new of such property, assessed at 25%, and (vi) all other tangible personal property not otherwise specifically classified, assessed at 30%. All property used exclusively for state, county, municipal, literary, educational, scientific, religious, benevolent and charitable purposes, farm machinery and equipment, merchants' and manufacturers' inventories, other than public utility inventories included in subclass (3) of class 2, livestock, and all household goods and personal effects not used for the production of income, shall be exempted from property taxation.

The 2006 Legislature exempted from all property or ad valorem property taxes levied under the laws of the State all commercial, industrial, telecommunications and railroad machinery and equipment acquired by qualified purchase or lease after June 30, 2006 or transported into the State after June 30, 2006 for the purpose of expanding an existing business or creation of a new business.

The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the Issuer's property tax collections. If a taxpayer valuation challenge is successful, the liability of the Issuer to refund property taxes previously paid under protest may have a material impact on the Issuer's financial situation.

Assessed Valuation

The following table shows the assessed value of the taxable tangible property of the City by category in the years as indicated:

<u>Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Utilities</u>	<u>Motor Vehicles</u>	<u>Total Assessed Valuation</u>
2013	\$128,277,268	\$9,067,071	\$8,830,349	\$18,187,200	\$164,361,888
2014	130,087,582	7,214,943	8,740,758	18,540,985	164,584,268
2015	131,695,586	6,241,703	9,431,119	19,562,617	166,931,025
2016	131,455,041	5,769,153	9,831,192	20,379,614	167,435,000
2017	138,600,594	5,535,440	10,316,325	20,630,111	175,082,470
2018	144,232,409	5,267,883	11,351,626	20,972,334	181,824,252
2019	153,856,995	4,843,288	12,160,955	21,636,964	192,498,202
2020	158,688,533	3,940,329	12,912,607	21,939,568	197,481,037
2021	168,566,680	3,770,470	14,014,075	22,838,681	209,189,906
2022	183,076,993	3,697,834	13,822,054	21,836,515	222,433,396
2023*	207,591,184	3,696,233	14,393,526	21,836,515	247,517,458

* Preliminary 2023 assessed valuation figures used for budgeting purposes. 2023 motor vehicle valuation not yet available; 2022 data used for estimation purposes only.

Source: County Clerk

Estimated Actual Valuation

Based on an average assessment percentage of 19%, the following table provides estimated actual valuation figures for the taxable tangible property, including motor vehicles, for the City in the years indicated.

<u>Year</u>	<u>Estimated Actual Valuation</u>
2013	\$865,062,568
2014	866,232,989
2015	878,584,342
2016	881,236,842
2017	921,486,684
2018	956,969,747
2019	1,013,148,432
2020	1,039,373,879
2021	1,100,999,505
2022	1,170,702,084
2023*	1,302,723,463

* Preliminary

Property Tax Levies and Collections

Tax Collections

Tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before May 10 of the following year. Taxes that are unpaid on the due dates are considered delinquent and accrue interest at the rate of 12% per annum until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale on or before August 1 of each year and is sold by the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold and not redeemed within two years after the tax sale are subject to foreclosure sale, except homestead properties which are subject to foreclosure sale after three years.

Personal taxes are due and may be paid in the same manner as real estate taxes, with the same interest applying to delinquencies. If personal taxes are not paid when due, and after written notice, warrants are issued and placed in the hands of the Sheriff for collection. If not paid on or before October 1, legal judgment is entered and the delinquent tax becomes a lien on the property. Unless renewed, a non-enforced lien expires five years after it is entered.

Motor vehicle taxes are collected periodically throughout the year concurrently with the renewal of motor vehicle tags based upon the value of such vehicles. Such tax receipts are distributed to all taxing subdivisions, including the State of Kansas, in proportion to the number of mills levied within each taxpayer's tax levy unit.

Special Assessments and Collections

The City has pursued a policy of utilizing special benefit districts to assign the cost of certain internal improvement projects to the property which was directly benefited from the construction thereof. Kansas statutes allow for the creation of special benefit districts to pay for the cost of a variety of improvements including street construction, storm water drains, sanitary sewer system improvements, street lighting, water system improvements, recreational facilities, flood control projects, bridges and parking facilities.

The City has typically utilized special benefit districts to pay for the costs associated with constructing streets, sidewalks, water lines, sewers, curbs, gutters and lighting in new residential developments within the City.

The creation of special benefit districts, the determination of property benefited and the method of allocating the cost of the improvements is at the discretion of the City. Property owners have the ability to suggest improvement to be made through a petition process and to comment on the final amount of their assessment. The City may or may not be included as part of the special benefit district. All property owners have the option to pay their portion of the improvement cost with a one time payment during an assessment prepayment period or pay in annual installments with interest over a certain number of years.

Upon completion of the special benefit district improvement projects and a prepayment period, the City issues general obligation bonds to provide for permanent project financing. The payment of the principal of and interest on such bonds is paid from the special assessments levied annually on the benefited property owners. Special assessments are paid at the same time and in the same manner as ad valorem property taxes. If at any time the special assessments received from the property owners are insufficient to provide for the payment of the principal of and interest on the bonds, the City is obligated to provide for the balance of such payments through its ability to levy unlimited ad valorem property taxes.

Tax Levies

Property tax levies are determined by the County Clerk based upon the assessed valuations provided by the County Appraiser. The following table provides the mill levy per \$1,000 of assessed valuation of the City for the years indicated:

Levy Year	General	Special Revenue	Bond and Interest	Total
2013/14	22.342	4.373	14.867	41.582
2014/15	19.412	4.570	17.624	41.606
2015/16	21.078	4.997	15.456	41.531
2016/17	25.060	5.047	12.840	42.947
2017/18	27.167	5.003	10.405	42.575
2018/19	27.508	5.034	10.312	42.854
2019/20	27.608	5.064	10.427	43.099
2020/21	27.858	5.002	10.002	42.862
2021/22	27.817	4.895	9.988	42.800
2022/23	29.210	5.073	10.143	44.426

Source: County Clerk

Aggregate Tax Levies

The following table sets forth the aggregate tax levies of jurisdictions with boundaries overlapping the City:

<u>Levy Year</u>	<u>Budget Year</u>	<u>State/County</u>	<u>City</u>	<u>School</u>	<u>Total</u>
2013	2014	56.013	41.582	61.386	159.005
2014	2015	54.513	41.606	61.386	157.505
2015	2016	58.676	41.531	61.415	161.622
2016	2017	60.896	42.947	63.059	166.902
2017	2018	60.826	42.575	63.349	166.450
2018	2019	60.088	42.854	63.184	166.126
2019	2020	59.303	43.099	63.333	165.535
2020	2021	56.923	42.862	63.187	162.972
2021	2022	54.781	42.800	62.931	160.512
2022	2023	54.476	44.426	64.400	163.301

Source: County Clerk

Tax Collection Record

The following table sets forth the property tax collection information for the City for the years indicated:

<u>Year</u>	<u>Total Tax Levy</u>	<u>Current Tax Collections</u>	<u>% Current Tax Collected</u>	<u>Prior Years Tax Collected</u>	<u>Total Tax Collections</u>	<u>Ratio of Collections versus Levy</u>
2013/14	\$6,331,109	\$6,129,627	96.82%	\$46,749	\$6,176,376	97.56%
2014/15	6,392,535	6,149,466	96.19%	93,034	6,242,500	97.65%
2015/16	6,384,574	6,174,797	96.71%	13,920	6,188,767	96.93%
2016/17	6,547,585	6,339,949	96.83%	12,231	6,352,162	97.01%
2017/18	6,782,067	6,608,840	97.45%	92,888	6,701,728	98.82%
2018/19	7,089,369	6,936,700	97.85%	27,598	6,964,298	98.24%
2019/20	7,502,534	7,248,617	97.38%	34,055	7,282,672	97.81%
2020/21	7,653,671	7,366,096	98.77%	96,153	7,462,249	97.50%
2021/22	8,085,317	8,018,802	99.18%	146,094	8,164,896	100.98%
2022/23	9,452,048	8,935,610	94.54%	8,652	8,944,262	94.63%

Source: County Clerk

Major Taxpayers

The following table sets forth the largest taxpayers in the City for 2022:

<u>Business</u>	<u>Assessed Valuation</u>	<u>Total Tax Paid</u>
Evergy Kansas Central, Inc.	\$9,093,254	\$1,484,937.48
Hill's Pet Nutrition, Inc.	6,347,942	1,036,625.28
Simmons Pet Food KS, Inc.	5,064,697	859,213.24
Kansas Gas Service	2,413,075	394,057.56
Iowa Beef Processors, Inc.	1,746,868	285,265.30
Wal-Mart Real Estate Business Trust	1,746,469	285,200.14
BNSF Railroad	1,415,819	231,204.66
Emporia Land Development LLC	1,293,111	211,166.38
Camoplast Rockland, LTD.	1,144,213	186,851.14
JAЕ Properties Kansas, LLC	1,071,486	174,974.74

Source: County Clerk

Pension and Employee Retirement Plans

The Issuer participates in the Kansas Public Employees Retirement System (“KPERS”) established in 1962, as an instrumentality of the State, pursuant to K.S.A. 74-4901 *et seq.*, to provide retirement and related benefits to public employees in Kansas. KPERS is governed by a board of trustees consisting of nine members each of whom serve four-year terms. The board of trustees appoints an executive director to serve as the managing officer of KPERS and manage a staff to carry out daily operations of the system.

As of December 31, 2022, KPERS serves approximately 340,000 members and approximately 1,500 participating employers, including the State, school districts, counties, cities, public libraries, hospitals and other governmental units. KPERS administers the following three statewide, defined benefit retirement plans for public employees:

- (a) Kansas Public Employees Retirement System;
- (b) Kansas Police and Firemen’s Retirement System; and
- (c) Kansas Retirement System for Judges.

These three plans are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Kansas Public Employees Retirement System is the largest of the three plans, accounting for approximately 95% of the members. The Kansas Public Employees Retirement System is further divided into two separate groups, as follows:

(a) *State/School Group* - includes members employed by the State, school districts, community colleges, vocational-technical schools and educational cooperatives. The State of Kansas makes all employer contributions for this group, the majority of which comes from the State General Fund.

(b) *Local Group* - all participating cities, counties, library boards, water districts and political subdivisions are included in this group. Local employers contribute at a different rate than the State/School Group rate.

KPERS is currently a qualified, governmental, § 401(a) defined benefit pension plan, and has received IRS determination letters attesting to the plan’s qualified status dated October 14, 1999 and March 5, 2001. KPERS is also a “contributory” defined benefit plan, meaning that employees make contributions to the plan. This contrasts it from noncontributory pension plans, which are funded solely by employer contributions. The Issuer’s employees currently annually contribute 6% of their gross salary to the plan if such employees are KPERS Tier 1 members (covered employment prior to July 1, 2009), KPERS Tier 2 members (covered employment on or after July 1, 2009), or KPERS Tier 3 members (covered employment on or after January 1, 2015).

In 2021, the Legislature authorized the issuance of revenue bonds to provide net proceeds of up to \$500 million (the “Revenue Bonds”) the proceeds of which must be applied to the unfunded actuarial pension liability as directed by KPERS. The Revenue Bonds in the principal amount of \$504,535,000 were issued August 26, 2021. The repayment of the Revenue Bonds shall be subject to legislative annual appropriation, shall not be an obligation of the KPERS system, and the full faith and credit or taxing power of the State shall not be pledged to the repayment of the Revenue Bonds. Due to the authorization of the Revenue Bonds, the Legislature changed the State/School employer contribution rate from 14.09% to 13.33% for fiscal year 2022 and from 13.86% to 13.11% for fiscal year 2023. In 2022, the Legislature authorized additional contributions totaling \$1.125 billion in four payments to be deposited into the KPERS trust fund for the School Group. Typically when such additional contributions are made by the State, the statutory employer contribution rates for the following two fiscal years are recertified by the Legislation; however the recertification has not yet occurred. For more information about the Legislature’s actions related to KPERS, please see the 2021 Valuation Report referenced below.

The Issuer’s contribution varies from year to year based upon the annual actuarial valuation and appraisal made by KPERS, subject to legislative caps on percentage increases. The Issuer’s contribution is 8.43% of the employee’s gross salary for calendar year 2023, and is projected to change to 9.26% of the employee’s gross salary for calendar year 2024. In addition, the Issuer contributes 1% of the employee’s gross salary for Death and Disability Insurance for covered employees.

According to the Valuation Report as of December 31, 2022 (the “2022 Valuation Report”) the KPERS Local Group, of which the Issuer is a member, carried an unfunded accrued actuarial liability (“UAAL”) of approximately \$1.952 billion at the end of 2022. The amount of the UAAL in 2022 changed from the previous year’s amount due to the factors discussed in the 2022 Valuation Report; such report also includes additional information relating to the funded status of the KPERS Local Group, including recent trends in the funded status of the KPERS Local Group. A copy of the 2022 Valuation Report is available on the KPERS website at kpers.org/about/reports. The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the 2022 Valuation Report, which is the most recent financial and actuarial information available on the KPERS website relating to the funded status of the KPERS Local Group. The 2022 Valuation Report sets the employer contribution rate for the period beginning

January 1, 2025, for the KPERS Local Group, and KPERS' actuaries identified that an employer contribution rate of 9.60% of covered payroll would be necessary, in addition to statutory contributions by covered employees, to eliminate the UAAL by the end of the actuarial period set forth in the 2022 Valuation Report. The statutory contribution rate of employers currently equals the 2022 Valuation Report's actuarial rate. As a result, members of the Local Group are adequately funding their projected actuarial liabilities and the UAAL can be expected to diminish over time. The required employer contribution rate may increase up to the maximum statutorily allowed rate, which is 1.2% in fiscal year 2017 and thereafter.

DEBT STRUCTURE

The following table summarizes certain key statistics with respect to the City's general obligation debt:

	Gross Debt	Net of Self-Supporting Debt
Assessed Valuation	\$247,517,458	\$247,517,458
Appraised Valuation ⁽¹⁾	\$1,302,723,463	\$1,302,723,463
Outstanding General Obligation Debt	\$27,590,000	\$6,430,000
Net Overlapping Debt	\$50,111,040	\$50,111,040
Population	24,343	24,343
Direct Debt Per Capita	\$1,133.39	\$264.14
Direct and Overlapping Debt Per Capita	\$3,191.93	\$2,322.68
Direct Debt as a Percentage of Assessed Valuation	11.15%	2.60%
Direct and Overlapping Debt as a Percentage of Assessed Valuation.....	31.39%	22.84%
Direct Debt as a Percentage of Appraised Valuation.....	2.12%	0.49%
Direct and Overlapping Debt as a Percentage of Appraised Valuation.....	5.96%	4.34%

⁽¹⁾ Outstanding General Obligation Bonds as of November 29, 2023. Gross Debt includes any self-supporting bonds which are payable from revenues of the Water System and, if not so paid, from ad valorem taxes or bonds which are payable from revenues of the Sewer System and, if not so paid, from ad valorem taxes. Net of Self-Supporting Debt excludes any self-supporting bonds which are primarily payable from revenues of the Water System or Sewer System and, if not so paid, from ad valorem taxes.

⁽²⁾ Based on preliminary 2023 assessed valuation figures used for budgeting purposes. 2023 motor vehicle valuation not yet available; 2022 data used for estimation purposes only.

Current Indebtedness of the City

The following tables set forth as of the date of issuance of the Bonds all of the outstanding obligations of the City, including the Bonds:

Tax and Assessment Supported Bonds

Series	Original Amount	Final Maturity	Currently Outstanding
2015	4,330,000	9/1/2025	\$455,000
2016	2,620,000	9/1/2029	135,000
2018	1,000,000	9/1/2028	260,000
2020	4,055,000	9/1/2035	2,410,000
2022	3,540,000	9/1/2037	3,170,000
Subtotal of Tax and Assessment Supported General Obligation Bonds =			<u>\$6,430,000</u>

In addition to the above-referenced bonds, the City also has issued general obligation bonds to refund certain utility system revenue bonds and provide funding for certain utility system improvements. The City intends to provide for the payment of such general obligation bonds with the net revenues derived from the operation of its water system and sewer system. If, however, such net revenues are not sufficient to make the required payments, the City is obligated to provide for the payment through its ability to levy unlimited ad valorem taxes. The following is a list of the revenue-supported general obligation bonds of the City:

Utility System General Obligation Bonds

<u>Series</u>	<u>Original Amount</u>	<u>Final Maturity</u>	<u>Currently Outstanding</u>
2015 (Water)	\$3,775,000	9/1/2030	\$2,005,000
2016 (Water)	2,220,000	9/1/2026	750,000
2018 (Water, Sewer, Solid Waste)	6,190,000	9/1/2033	4,210,000
2020 (Water & Sewer)	2,885,000	9/1/2035	1,175,000
2022 (Water & Sewer)	3,365,000	9/1/2037	3,095,000
2023 (Water & Sewer) ⁽¹⁾	9,925,000	9/1/2043	<u>9,925,000</u>
Subtotal of Revenue Supported General Obligation Bonds =			<u>\$21,160,000</u>
Total Outstanding General Obligation Bonds =			<u>\$27,590,000</u>

⁽¹⁾ This Issue. Preliminary, subject to change.

History of Indebtedness

The following table sets forth general obligation debt information pertaining to the Issuer as of the years set forth below:

<u>Year</u>	<u>Population</u>	<u>Assessed Valuation</u>	<u>General Obligation Bonds ⁽¹⁾</u>	<u>Debt to Assessed</u>	<u>Debt Per Capita</u>
2013	24,958	\$164,361,888	\$16,075,000	9.78%	\$644.08
2014	24,799	164,584,268	12,875,000	7.82%	519.17
2015	24,560	166,618,009	11,685,000	7.01%	475.77
2016	24,649	167,435,000	9,190,000	5.49%	372.83
2017	24,649	175,082,470	6,720,000	3.84%	272.62
2018	24,816	181,824,252	6,105,000	3.35%	246.01
2019	24,598	192,498,202	4,475,000	2.32%	181.92
2020	24,343	197,481,037	7,650,000	3.80%	314.26
2021	24,343	209,189,906	6,240,000	2.90%	256.34
2022	23,343	222,433,396	8,325,000	3.74%	356.63

⁽¹⁾ Excludes the general obligation debt that is payable primarily from the net revenues of the City's Sewer System and Water System.

Debt Payment Record

The City has never in its history defaulted on the payment of any of its debt obligations.

Overlapping Indebtedness

The following table sets forth the overlapping general obligation indebtedness as of September 1, 2023 and the percent attributable (on the basis of assessed valuation) to the City:

<u>Taxing Jurisdiction</u>	<u>Gross Outstanding General Obligation Indebtedness</u>	<u>Percent Applicable To Issuer</u>	<u>Gross Amount Applicable To Issuer</u>	<u>Net Amount Applicable To Issuer ⁽¹⁾⁽²⁾</u>
Lyon County	\$-0-	54%	\$-0-	\$-0-
U.S.D. No. 253	\$74,570,000	84%	<u>62,638,800</u>	<u>50,111,040</u>
		Total =	<u>\$62,638,800</u>	<u>\$50,111,040</u>

⁽¹⁾ Excludes the Lyon County, Kansas Public Building Commission bonds for a hospital project which are payable from payments made by the Newman Regional Health System.

⁽²⁾ For bonds approved by voters prior to July 1, 2015, the State of Kansas will pay 69% of the debt service on bonds issued by Unified School District No. 253. For bonds approved by voters after July 1, 2015, but before July 1, 2022, the State of Kansas will pay 20% of debt service for Unified School District No. 253. For bonds approved by voters after July 1, 2022, the State of Kansas will pay 23% of debt service for Unified School District No. 253.

Future Indebtedness

The City anticipates that it may issue temporary notes or general obligation bonds to finance certain improvements, including certain housing projects. However, the City does not have any plans to issue additional indebtedness in the immediate future.

APPENDIX B

**FINANCIAL STATEMENTS AND REPORT OF
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
(FOR THE FISCAL YEAR ENDED DECEMBER 31, 2022)**

APPENDIX C

SUMMARY OF FINANCING DOCUMENTS

**CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023**

DISTRIBUTION LIST

ISSUER	MUNICIPAL ADVISOR
CITY OF EMPORIA, KANSAS 522 Mechanic Emporia, Kansas 66801 Telephone: (620) 342-5105 Trey Cocking, City Manager E-mail: tcocking@emporiaks.gov Mark Detter, Assistant City Manager E-mail: mdetter@emporiaks.gov Janet Harrouff, Finance Director E-mail: jharrouff@emporiaks.gov Tayler Wash, Director of Special Projects E-mail: twash@emporiaks.gov Kerry Sull, City Clerk E-mail: ksull@emporiaks.gov Christina Montgomery, City Attorney E-mail: cmontgomery@emporiaks.gov	RAYMOND JAMES & ASSOCIATES, INC. 11551 Ash Street, Suite 250 Leawood, Kansas 66211 Telephone: (800) 398-6101 Greg Vahrenberg, Managing Director Telephone: (816) 391-4120 E-mail: greg.vahrenberg@raymondjames.com Kelli Manson, Vice President Telephone: (913) 832-0919 E-mail: kelli.manson@raymondjames.com Marc Krasner, Director E-mail: marc.krasner@raymondjames.com
BOND COUNSEL	PAYING AGENT
GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Dominic Eck, Esq. E-mail: deck@gilmorebell.com	TREASURER OF THE STATE OF KANSAS Landon State Office Building 900 Southwest Jackson, Suite 201 Topeka, Kansas 66612-1235 Telephone: (785) 296-4148 Sauna Wake, Director of Bond Services Telephone: (785) 296-4160 E-mail: bond.newissues@treasurer.ks.gov
UNDERWRITER	
TBD	

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN THE

CITY OF EMPORIA, KANSAS AND
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between City of Emporia, Kansas (the “Issuer”), and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

WHEREAS, the City desires to issue a series of general obligation bonds (as hereinafter defined) to finance certain water and sewer projects in the City; and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to refinancing opportunities related to its outstanding debt and any forms of credit enhancement. This advice will generally include the following:
 - a. Evaluating opportunities to current or advance refund outstanding debt obligations and/or bonds of the Issuer;
 - b. Assisting in managing relationships and interaction with rating agencies, bond insurers, bidders and bond investors;
 - c. Assist with the preparation of the preliminary and final official statement;
 - d. Assisting the Issuer with a competitive sale or placement of the Bonds; and
 - e. Assisting the Issuer, at your request, in evaluating certain investment banking ideas that may be presented to the Issuer from time to time.
2. When the Issuer deems it necessary to issue bonds, notes, or other debt instruments (collectively, the “Bonds” or “Obligations”) in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
 - a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;
 - f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and
 - l. security pledges.

3. The Municipal Advisor will, upon request, work with staff and attorneys of the Issuer, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the Issuer.
4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others.
5. The Municipal Advisor will coordinate and attend the sale of the Bonds and advise and assist the Issuer in the analysis of the bids received for the sale of the Bonds.
6. The scope of services set forth in (1) through (5) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. The Municipal Advisor will be responsible for coordinating the preparation of the preliminary or final official statement, but will not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Bonds or any Obligations or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

If Issuer has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Issuer agrees not to represent, publicly or to any specific person, that Municipal Advisor is Issuer’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

7. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
8. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to preceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer’s behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with

regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operation.
2. The Issuer will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Bonds, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure of the Offering Documents or other official documents relating to the Bonds.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services set forth herein, the Issuer will compensate the Municipal Advisor a fee of \$30,000 payable upon the issuance of the Bonds.
2. The Issuer agrees to promptly pay the Municipal Advisor fee described herein upon closing of the Bonds and upon receiving an invoice from the Municipal Advisor.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing the Bonds and completing a refinancing of certain outstanding bonds, including, but not necessarily limited to, the following:

- a. Printing, posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement;
- b. Fees of the Ratings Agency for assignment of a bond rating;
- c. Paying Agent fees and expenses;
- d. Attorney General review fee;
- e. CUSIP fee;
- f. Bond Counsel and Local Counsel Fees;
- g. Underwriting Discount, if any; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with bidders for the sale of the Bonds or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the Issuer.
2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the Issuer with respect to the Bonds identified above; Municipal Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer with respect to the

Bonds and the Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with the Bonds or otherwise during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the settlement date of the Bonds and Municipal Advisor shall have no further duties or obligations thereafter.

3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.
5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Bonds. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees, if any, then due and owing. Furthermore, it is understood by all parties hereto, that if the Bonds are not issued and closed, the Issuer is under no obligation to pay the Municipal Advisor fee set forth herein. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or municipal financial product (hereinafter, "Product") or otherwise relating to the tax treatment of any Obligation or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The Issuer hereby covenants and agrees that it will indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the Issuer, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in

connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflicts of law principles.
9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

CITY OF EMPORIA, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

RAYMOND JAMES & ASSOCIATES, INC.



Gregory M. Vahrenberg
Managing Director

Date: August 8, 2023

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

City of Emporia, Kansas

This letter is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the “Agreement”) between **Raymond James & Associates, Inc.** (“Raymond James”) and the City of Emporia, Kansas (the “Client”). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James’s engagement with the Client is as provided in the Agreement (the “Scope of Services”).

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client’s determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client’s behalf.

Accordingly, Raymond James will seek the Client’s assistance and cooperation, and the assistance and cooperation of Client’s agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Raymond James’s engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement. In addition, we understand that our

engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. **Other Municipal Advisor or Underwriting Relationships.** Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of

municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

III. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

IV. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are not aware of any such events.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000%2072%204743). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

Raymond James & Associates, Inc.



Gregory M. Vahrenberg
Managing Director

Date: August 24, 2023

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 2, 2023

**NEW ISSUE – BOOK-ENTRY ONLY
BANK QUALIFIED**

**RATING: S&P: “___”
See “Bond Rating” herein**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”): (1) the interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; (2) the interest on the Bonds is exempt from income taxation by the State of Kansas; and (3) the Bonds are “qualified tax-exempt obligations” within the meaning of Code §265(b)(3). See “TAX MATTERS – Opinion of Bond Counsel” in this Official Statement.

**\$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023**

Dated: Date of Delivery

Due: September 1, As shown on the inside cover

The General Obligation Bonds, Series 2023 (the “Bonds”) will be issued by the City of Emporia, Kansas (the “Issuer” or the “City”), as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denominations of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Bond owners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as herein defined) of the Bonds. Principal will be payable annually on September 1, beginning in 2024, and semiannual interest will be payable on March 1 and September 1, beginning on March 1, 2024 (the “Interest Payment Dates”). Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the office of the Treasurer of the State of Kansas, Topeka, Kansas, as paying agent and bond registrar (the “Paying Agent” and “Bond Registrar”). Interest payable on each Bond shall be paid to the persons who are the registered owners of the Bonds as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding each interest payment date by check or draft of the Paying Agent mailed to such registered owner, or in the case of an interest payment to a registered owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer. So long as DTC or its nominee, Cede & Co., is the Owner of the Bonds, such payments will be made directly to DTC. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners.

The Bonds and the interest thereon will constitute general obligations of the Issuer, payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. See “THE BONDS – Security for the Bonds” herein.

The Bonds maturing on September 1, 2033 and thereafter will be subject to redemption prior to maturity at the option of the Issuer on September 1, 2032 and any date thereafter, in whole or in part, at the redemption price of par, plus accrued interest to the date of redemption as more fully described herein. See “THE BONDS – Redemption Provisions” herein.

The Bonds are offered when, as and if issued by the Issuer, subject to the approval of legality by Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the Issuer. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about November 29, 2023.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. “APPENDIX C – SUMMARY OF FINANCING DOCUMENTS” CONTAINS DEFINITIONS USED IN THIS OFFICIAL STATEMENT.

The date of this Official Statement is November ___, 2023.

**Preliminary, subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. As of this date, this Preliminary Official Statement has been deemed “final” by the City for purposes of SEC Rule 15c2-12(b)(1) except for the omission of certain information permitted by SEC Rule 15c2-12(b)(1).

\$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023

MATURITY SCHEDULE

SERIAL BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>
2024	\$465,000			
2025	445,000			
2026	460,000			
2027	475,000			
2028	490,000			
2029	500,000			
2030	515,000			
2031	535,000			
2032	550,000			
2033	565,000			
2034	420,000			
2035	435,000			
2036	450,000			
2037	465,000			
2038	480,000			
2039	495,000			
2040	515,000			
2041	535,000			
2042	555,000			
2043	575,000			

[TERM BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>
				]

(All plus accrued interest, if any)

⁽¹⁾ CUSIP data is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ, a subsidiary of The McGraw-Hill Companies, Inc. and is included solely for the convenience of the Owners of the Bonds. Neither the Issuer nor the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers set forth above.

*Preliminary, subject to change.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

THIS PRELIMINARY OFFICIAL STATEMENT IS DEEMED TO BE FINAL (EXCEPT FOR PERMITTED OMISSIONS) BY THE ISSUER FOR PURPOSES OF COMPLYING WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

**CITY OF EMPORIA, KANSAS
522 MECHANIC
EMPORIA, KANSAS 66801**

CITY COMMISSION

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

CITY STAFF

Trey Cocking, City Manager
Mark Detter, Assistant City Manager
Janet Harrouff, Director of Administrative Services / Treasurer
Tayler Wash, Director of Special Projects
Kerry Sull, City Clerk
Christina Montgomery, City Attorney

CERTIFIED PUBLIC ACCOUNTANT

Hood and Associates, CPAs, PC
Overland Park, Kansas

BOND COUNSEL

Gilmore & Bell, P.C.
Wichita, Kansas

MUNICIPAL ADVISOR

Raymond James & Associates, Inc.
Leawood, Kansas

UNDERWRITER

No dealer, broker, salesman or other person has been authorized by the Issuer, Municipal Advisor or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein concerning the Issuer has been furnished by the Issuer and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof. This Official Statement does not constitute a contract between the Issuer or the Underwriter and any one or more of the purchasers, Owners or Beneficial Owners of the Bonds.

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OFFICIAL STATEMENT

\$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023

INTRODUCTION

General Matters

The purpose of this Official Statement is to furnish information relating to the City of Emporia, Kansas (the “Issuer” or the “City”), and the General Obligation Bonds, Series 2023 (the “Bonds”), of the Issuer, dated as of November 29, 2023 (the “Dated Date”).

The Appendices to this Official Statement are integral parts of this document, to be read in their entirety.

The Issuer is a municipal corporation duly organized and existing under the laws of the State of Kansas (the “State”). Additional information regarding the Issuer is contained in **APPENDIX A** to this Official Statement.

The materials contained on the cover page, in the body and in the Appendices to this Official Statement are to be read in their entirety. All financial and other information presented herein has been compiled by Raymond James & Associates, Inc. (the “Municipal Advisor”). Except for the information expressly attributed to other sources deemed to be reliable, all information has been provided by the Issuer. The presentation of information herein, including tables of receipts from various taxes, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the Issuer. No representation is made that past experience, as might be shown by such financial or other information, will necessarily continue or be repeated in the future. Except to the extent described under the section captioned “LEGAL MATTERS,” Bond Counsel expresses no opinion as to the accuracy or sufficiency of any other information contained herein.

Definitions

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in “**APPENDIX C – SUMMARY OF FINANCING DOCUMENTS.**”

Continuing Disclosure

The Securities and Exchange Commission (the “SEC”) has promulgated amendments to Rule 15c2-12 (the “Rule”), requiring continuous secondary market disclosure. In connection with the issuance of the Bonds, the City will enter into a continuing disclosure undertaking (the “Disclosure Undertaking”) wherein the City covenants to provide annually certain financial information and operating data (collectively, the “Annual Report”) and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. Pursuant to the Disclosure Undertaking, the City has agreed to file its Annual Report with the national repository (“EMMA”) not later than September 15th, commencing with the year ending December 31, 2023. In the Resolution, the City covenants with the Underwriter and the Beneficial Owners to apply the provisions of the Disclosure Undertaking to the Bonds. This covenant is for the benefit of and is enforceable by the Beneficial Owners of the Bonds.

The City has entered into continuing disclosure undertakings required by Rule 15c2-12 in connection with bonds previously issued. During the past five years, the City has not fully complied with its obligations under such continuing disclosure undertakings. However, in 2018 the City failed to timely file the financial statements and operating data for the year ended December 31, 2017. The City has established new policies and procedures that they believe will ensure full and timely compliance with all continuing disclosure obligations in the future. In previous years, the City has failed to provide all required information and also failed to post any failure to file notices within the time period prescribed by the prior undertakings. The City’s filings under the Rule for the past five years are set forth in the table below:

** Preliminary, subject to change*

<u>Fiscal Year</u> <u>Ending December 31</u>	<u>Filing Time</u> <u>Period</u>	<u>Financial Information</u> <u>Filing Date</u>	<u>Operating Data</u> <u>Filing Date</u>
2018	September 15 th	8/23/2019	8/23/2019
2019	September 15 th	6/26/2020	6/26/2020
2020	September 15 th	7/16/2021	7/16/2021
2021	September 15 th	6/29/2022	6/29/2022
2022	September 15 th	6/23/2023	6/23/2023

During the past five years, the City may not have separately made timely filings of event notices on EMMA relating to all bond calls, defeasances or rating changes. The City believes this information was disseminated or available through other sources.

For more information regarding the County's continuing disclosure undertaking, see “**APPENDIX D** – FORM OF CONTINUING DISCLOSURE UNDERTAKING.”

Additional Information

Additional information regarding the Issuer or the Bonds may be obtained from the Clerk of the Issuer at the address set forth in the preface to this Official Statement, or from the Municipal Advisor, Raymond James & Associates, Inc., 11551 Ash Street, Suite 250, Leawood, Kansas 66211 (816) 391-4120.

THE BONDS

Authority for the Bonds

The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, and Charter Ordinance No. 25 of the Issuer, all as amended and supplemented from time to time (collectively, the “Act”), an ordinance passed by the governing body of the Issuer and a resolution adopted by the governing body of the Issuer (collectively the “Bond Resolution”).

Security for the Bonds

The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Levy and Collection of Annual Tax, Transfer to Debt Service Account

The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law. Such taxes and/or assessments shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer, shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

Description of the Bonds

The Bonds shall consist of fully registered book-entry-only bonds in an Authorized Denomination and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the rates per annum set forth on the inside cover page of this Official Statement (computed on the basis of

twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid, on the Interest Payment Dates in the manner hereinafter set forth.

Designation of Paying Agent and Bond Registrar

The Issuer will at all times maintain a paying agent and bond registrar meeting the qualifications set forth in the Bond Resolution. The Issuer reserves the right to appoint a successor paying agent or bond registrar. No resignation or removal of the paying agent or bond registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every paying agent or bond registrar appointed by the Issuer shall at all times meet the requirements of Kansas law.

The Treasurer of the State of Kansas, Topeka, Kansas (the “Bond Registrar” and “Paying Agent”) has been designated by the Issuer as paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

Method and Place of Payment of the Bonds

The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid at Maturity or at the Redemption Date to the Person in whose name such Bond is registered on the Bond Register at the Maturity or at the Redemption Date thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall notify the Issuer of such Special Record Date and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice not less than 10 days prior to such Special Record Date.

SO LONG AS CEDE & CO., REMAINS THE REGISTERED OWNER OF THE BONDS, THE PAYING AGENT SHALL TRANSMIT PAYMENTS TO THE SECURITIES DEPOSITORY, WHICH SHALL REMIT SUCH PAYMENTS IN ACCORDANCE WITH ITS NORMAL PROCEDURES. See “THE BONDS – Book-Entry Bonds; Securities Depository.”

Payments Due on Saturdays, Sundays and Holidays

In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Book-Entry Bonds; Securities Depository

The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraphs.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor Securities Depository in appropriate denominations and form as provided in the Bond Resolution.

Registration, Transfer and Exchange of Bonds

As long as any of the Bonds remain Outstanding, each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register. Bonds may be transferred and exchanged only on the Bond Register as hereinafter provided. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with

guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest.

Mutilated, Lost, Stolen or Destroyed Bonds

If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond. Upon the issuance of any new Bond, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Nonpresentment of Bonds

If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Redemption Provisions

Optional Redemption. At the option of the Issuer, the Bonds maturing September 1, 2033 and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2032, and thereafter as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

[Mandatory Redemption.] (a) _____ *Term Bonds.* The _____ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The payments which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such _____ Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	*

*Final Maturity]

Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in minimum Authorized Denomination in such equitable manner as the Bond Registrar may determine. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of a minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination value called for redemption (and to that extent only).

Notice and Effect of Call for Redemption. Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Underwriter. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed; (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

THE DEPOSITORY TRUST COMPANY

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each scheduled maturity of the Bonds, and will be deposited with DTC.

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P Global Ratings’ rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

THE PROJECT

The Bonds are being issued to pay for water and sewer projects in the City and to provide for the payment of the costs of issuance of the Bonds.

SOURCES AND USES OF FUNDS

The following table summarizes the sources and uses of funds associated with the issuance of the Bonds:

Sources of Funds:

Principal Amount of the Bonds	\$9,925,000.00*
Original Issue Premium	
Water and Sewer Funds	
Total	

Uses of Funds:

Deposit to Project Fund
Costs of Issuance
Underwriter's Discount
Total

** Preliminary, subject to Change.*

RISK FACTORS AND INVESTMENT CONSIDERATIONS

A PROSPECTIVE PURCHASER OF THE BONDS DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE BONDS WHICH MUST BE RECOGNIZED. THE FOLLOWING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE BONDS. PROSPECTIVE PURCHASERS OF THE BONDS SHOULD ANALYZE CAREFULLY THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT AND ADDITIONAL INFORMATION IN THE FORM OF THE COMPLETE DOCUMENTS SUMMARIZED HEREIN, COPIES OF WHICH ARE AVAILABLE AND MAY BE OBTAINED FROM THE ISSUER OR THE UNDERWRITER.

Taxation of Interest on the Bonds

An opinion of Bond Counsel will be obtained to the effect that interest earned on the Bonds is excludable from gross income for federal income tax purposes under current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the Bonds includable in gross income for federal income tax purposes.

The Issuer has covenanted in the Bond Resolution and in other documents and certificates to be delivered in connection with the issuance of the Bonds to comply with the provisions of the Code, including those which require the Issuer to take or omit to take certain actions after the issuance of the Bonds. Because the existence and continuation of the excludability of the interest on the Bonds depends upon events occurring after the date of issuance of the Bonds, the opinion of Bond Counsel described under "TAX MATTERS" assumes the compliance by the Issuer with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the Bonds in the event of noncompliance with such provisions. The failure of the Issuer to comply with the provisions described above may cause the interest on the Bonds to become includable in gross income as of the date of issuance.

Market for the Bonds

Bond Rating. The Bonds have been assigned the financial rating set forth in the section hereof entitled "RATING." There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse affect on the market price of the Bonds.

Secondary Market. There is no assurance that a secondary market will develop for the purchase and sale of the Bonds. It is the present practice of the Underwriter, however, to make a secondary market as dealers in issues of municipal Bonds which the Underwriter distributes. The Underwriter intends to continue this practice with respect to the Bonds, but is not obligated to do so. Prices of bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit markets. From time to time it may be necessary for the Underwriter to suspend indefinitely secondary market trading in the Bonds as a result of the financial condition or market position of the Underwriter, prevailing market conditions, lack of adequate current financial information about the Issuer, or a material adverse change in the financial condition of the Issuer, whether or not the Bonds are in default as to principal and interest payments, and other factors which in the opinion of the Underwriter may give rise to uncertainty concerning prudent secondary market practices.

Premium on Bonds

[The initial offering price of the Bonds that are subject to optional redemption are in excess of the principal amount thereof]. Any person who purchases a Bond in excess of its principal amount, whether during the initial offering or in a secondary market transaction, should consider that the Bonds are subject to redemption at par under the various circumstances described under "THE BONDS – Redemption Provisions."

Legal Matters

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Bonds. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the Issuer or the taxing authority of the Issuer.

Limitations on Remedies Available to Owners of Bonds

The enforceability of the rights and remedies of the owners of Bonds, and the obligations incurred by the Issuer in issuing the Bonds, are subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of Kansas and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

No Additional Interest or Mandatory Redemption upon Event of Taxability

The Bond Resolution does not provide for the payment of additional interest or penalty on the Bonds or the mandatory redemption thereof if the interest thereon becomes includable in gross income for federal income tax purposes. Likewise, the Bond Resolution does not provide for the payment of any additional interest or penalty on the Bonds if the interest thereon becomes subject to income taxation by the State.

Suitability of Investment

The tax exempt feature of the Bonds is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment.

Debt Service Source

The Bonds are general obligations of the Issuer payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the Issuer's property tax collections. If a taxpayer valuation challenge is successful, the liability of the Issuer to refund property taxes previously paid under protest may have a material impact on the Issuer's financial situation. See "**APPENDIX A – FINANCIAL INFORMATION – Property Valuations and Property Tax Levies and Collections.**"

Kansas Public Employees Retirement System

As described in "**APPENDIX A – FINANCIAL INFORMATION – Pension and Employee Retirement Plans,**" the Issuer participates in the Kansas Public Employees Retirement System ("KPERS"), as an instrumentality of the State to provide retirement and related benefits to public employees in Kansas. KPERS administers three statewide defined benefit retirement plans for public employees which are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Issuer participates in the Police and Firemen's Retirement System ("KP&F") and the Public Employees Retirement System – Local Group (the "Plan"). Under existing law, employees make contributions and the Issuer makes all employer contributions to the Plan; neither the employees nor the Issuer are directly responsible for any unfunded accrued actuarial liability ("UAAL"). However, the Plan contribution rates may be adjusted by legislative action over time to address any UAAL. According to KPERS' Valuation Report, the Local Group had an UAAL of approximately \$1.783 billion in calendar year 2021 and KP&F had an UAAL of approximately \$1.140 million.

Cybersecurity Risks

Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches could create disruptions or shutdowns of the Issuer and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If a security breach occurs, the Issuer may incur significant costs to remediate possible injury to the affected persons, and the Issuer may be subject to sanctions and civil penalties. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations.

Natural Disasters, Terrorist or Cyber Attacks

The occurrence of a terrorist attack or cyber security breach in the City, or natural disasters, such as fires, tornadoes, winter storms, extreme cold, earthquakes, floods or droughts, could damage the City and its systems and infrastructure, and interrupt services or otherwise impair operations of the City.

Potential Impacts Resulting from Epidemics or Pandemics

The City's and County's finances may be materially adversely affected by unforeseen impacts of future epidemics and pandemics, such as the Coronavirus (COVID-19) pandemic. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the local, State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City or County, including but not limited to the payment and debt service on the Bonds.

BOND RATING

The Issuer has applied to S&P Global Ratings, a division of S&P Global Inc., for a rating on the Bonds. S&P Global Ratings, a division of the S&P Global Inc. has assigned an independent rating of "___" to the Bonds. Such rating reflects only the view of such rating agency, and an explanation of the significance of such rating may be obtained therefrom. No such rating constitutes a recommendation to buy, sell, or hold any bonds, including the Bonds, or as to the market price or suitability thereof for a particular investor. The Issuer furnished such rating agency with certain information and materials relating to the Bonds that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions by the rating agencies. There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse effect on the market price of the Bonds.

ABSENCE OF LITIGATION

The Issuer, in the ordinary course of business, is a party to various legal proceedings. In the opinion of management of the Issuer, any judgment rendered against the Issuer in such proceedings would not materially adversely affect the financial position of the Issuer.

The Issuer certifies that there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the Issuer or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of said Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the levy and collection of a tax to pay the principal and interest thereof.

LEGAL MATTERS

Approval of Bonds

All matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”), bond counsel to the Issuer. The factual and financial information appearing herein has been supplied or reviewed by certain officials of the Issuer and its certified public accountants, as referred to herein. Bond Counsel has participated in the preparation of the Official Statement but expresses no opinion as to the accuracy or sufficiency thereof, except for the matters appearing in the sections of this Official Statement captioned “THE BONDS,” “LEGAL MATTERS,” “TAX MATTERS” and “*APPENDIX C – SUMMARY OF FINANCING DOCUMENTS.*” Payment of the legal fee of Bond Counsel is contingent upon the delivery of the Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Kansas income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of holders subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Kansas, does not discuss the consequences to an owner under state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market at a premium or a discount. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal Tax Exemption. The interest on the Bonds is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds are “qualified tax-exempt obligations” within the meaning of Code §265(b)(3).

Kansas Tax Exemption. The interest on the Bonds is exempt from income taxation by the State of Kansas.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds.

Other Tax Consequences

[***Original Issue Premium.*** For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Code § 171, premium on tax-exempt obligations amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the

owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of premium]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent the Bonds are held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on Bonds, and to the proceeds paid on the sale of Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws

MUNICIPAL ADVISOR

Raymond James & Associates, Inc., Leawood, Kansas has acted as a Municipal Advisor to the Issuer in connection with the sale of the Bonds. The Municipal Advisor is a "municipal advisor" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The Municipal Advisor has assisted the Issuer in the preparation of this Official Statement and in other matters relating to the issuance of the Bonds. The fees of the Municipal Advisor are contingent upon the issuance of the Bonds. The Municipal Advisor will not be a manager or a member of any underwriting group submitting a proposal for the purchase of the Bonds pursuant to Municipal Securities Rulemaking Board Rule G-23.

UNDERWRITING

The Bonds have been sold by the Issuer to _____ (the "Underwriter"). The City conducted a competitive sale on November 15, 2023 and received ___ bids. The Underwriter has agreed, subject to certain conditions, to purchase the Bonds at a price equal to the principal amount of the Bonds, plus accrued interest from the Dated Date to the Issue Date, plus a premium of \$ _____, less an underwriting discount of \$ _____.

The Bonds will be offered to the public initially at the prices determined to produce the yields set forth on the inside cover page of this Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices other than the price stated on the inside cover page hereof and may change the initial offering price from time to time subsequent to the date hereof. In connection with the offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

AUTHORIZATION OF OFFICIAL STATEMENT

The preparation of this Official Statement and its distribution has been authorized by the governing body of the Issuer and “deemed final” in accordance with the Securities and Exchange Commission Rule 15c2-12 as of the date shown on the cover page hereof.

CITY OF EMPORIA, KANSAS

By: _____
Mayor

City of Emporia, Kansas
General Obligation Bonds
Series 2023

Draft Calendar of Events Dated August 8, 2023

DATE	EVENT
September 20, 2023	City Commission Meeting (11:00 AM) City adopts any remaining Project Resolutions
October 1, 2023	Submit request for Bond Rating to Standard & Poor's Distribute Initial Draft Financing Analysis and Preliminary Official Statement
October 4, 2023	City Commission Meeting (11:00 AM) City adopts Authorizing Resolution for Bonds
October 10, 2023	Distribute draft of Legal Documents for the Bonds
October 16, 2023	Distribute updated draft of Preliminary Official Statement
October 19, 2023	Rating Call for Bond Rating with Standard & Poor's
October 26, 2023	Send Notice of Sale to Kansas Register and Local Newspaper
November 1, 2023	Receive Bond Rating from Standard & Poor's
November 1, 2023	City Commission Meeting (11:00 AM)
November 2, 2023	Publish Notice of Sale in Kansas Register and Local Newspaper Distribute Preliminary Official Statement to Bidders
November 15, 2023	Bond Sale (9:00 AM) Establish Final Interest Rates and Sizing of Bonds
November 15, 2023	City Commission Meeting (11:00 AM) City adopts Bond Resolution and Ordinance
November 16-28, 2023	Print Final Official Statement Publish Ordinance Distribute Closing Memorandum Attorney General Review of Transcript
November 29, 2023	Closing of Bond Issue

Title: Proposed Updated Zoning Regulations
Agenda Date: September 6, 2023
Presented By: Justin Givens, Planning & Zoning Administrator

Background

In 2018, the City of Emporia and Lyon County embarked on a joint effort to adopt updated zoning regulations based on recommendations from Plan ELC, the joint city/county comprehensive plan. Both entities engaged Urban Collaborative to provide an updated zoning code.

The code, as proposed, would be form-based, with an increased focus on building types, and less focus on building uses. Form-based codes allow for less segregation between uses and put an emphasis on how the buildings relate to each other. Form-based codes have risen in popularity since the early 2000s as cities look for alternatives to traditional Euclidian zoning.

The City eventually split with the County and Urban Collaborative after legal advice was given that a strictly form-based code was against state statute. The City engaged a second contractor to revise the zoning regulations and create a document that would use both form-based code and traditional use-based zoning.

On May 23, 2023, the Planning Commission held a Public Hearing and presented a Public Hearing Draft Zoning Regulations. During the public hearing, several items of note were brought before the Commission and some of those points were incorporated into the final draft version that is being presented for consideration that was recommended by the Planning Commission at its July 18th meeting.

Discussion

The City Commission has received a recommendation to adopt the regulations as presented. The City Commission may;

1) adopt the regulations as presented and recommended by the Planning Commission; 2) override the Planning Commission's recommendation by a 2/3 majority vote; 3) return the recommendation to the Planning Commission with a statement specifying the basis for the governing body's failure to take action; 4) table the matter for further study.

During the Study Session, staff will present highlights of the zoning code and stand for any questions that the City Commission may have.

Financial Considerations

None

Attachments

Proposed Zoning Code



Emporia
Kansas

PROPOSED ZONING REGULATIONS

CITY COMMISSION STUDY SESSION

Wednesday, September 6, 2023

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Emporia
Kansas

SECTION 1

TITLE, INTENT and RULES

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 1

TITLE, INTENT AND RULES

- 1.1 Title
- 1.2 Purpose and Intent
- 1.3 Jurisdiction
- 1.4 Authority
- 1.5 Rules
- 1.6 Interpretation
- 1.7 Exemptions
- 1.8 Guiding Principles
- 1.9 District Regulating Plans and Parcel Types Established
- 1.10 Zoning District Map Established
- 1.11 Zoning of Newly-Annexed Land
- 1.12 How to Use the Zoning Regulations

1.1 Title

- 1.1.1 These regulations, including the Regulating Plans and Subdivision Regulations herein, shall be known and cited as the "City of Emporia Zoning Regulations", "Zoning Regulations", "these zoning regulations", or "these regulations".

1.2 Purpose and Intent

- 1.2.1 These zoning regulations, adopted pursuant to Kansas law, are enacted for the purposes and intent of:
 - a. promoting and serving the public health, safety, comfort, and general welfare of the citizens of the City of Emporia;
 - b. achieving the objectives of the City of Emporia and Lyon County Joint Comprehensive Plan (Plan ELC);
 - c. preserving and improving connectivity through a connected grid of streets that reflects travel demands;
 - d. preserving ecologically sensitive areas;
 - e. creating a variety of Parcel Types sensitive to the peculiarities of the various permitted standards and uses designed to increase the capability of the community as a whole;
 - f. regulating building height and the percentage of lots that may be occupied by buildings and other structures to preserve access to natural light; and
 - g. providing adequate public notice on subsequent changes to these regulations and future developments, as well as an opportunity for interested parties to be heard.

1.3 Jurisdiction

- 1.3.1 The jurisdiction of these zoning regulations shall apply to all land located within the corporate limits of the City of Emporia.

1.4 Authority

- 1.4.1 The K.S.A 12-741 et seq. Planning and Zoning Enabling Act is enabling legislation for the enactment of

planning and zoning laws and regulations by cities and counties for the protection of the public health, safety and welfare, and is not intended to prevent the enactment or enforcement of additional laws and regulations on the same subject which are not in conflict with the provisions of that act.

- 1.4.2 These zoning regulations are adopted under the authority granted by K.S.A. 12-741 et seq. and by Article 12, Section 5 of the Kansas Constitution, the grant of Home Rule power for cities.

1.5 Rules

- 1.5.1 In the construction of these regulations, the provision and rules of this section shall be applied, except when the context clearly requires otherwise:

- a. Words used in the present tense shall include the future.
- b. Words in the singular number include the plural number, and words in the plural number include the singular.
- c. The phrase “used for” shall include the phrases “arranged for”, “designed for”, “intended for”, “maintained for”, and “occupied for”.
- d. The word “shall” is mandatory.
- e. The word “may” is permissive.
- f. The word “person” includes individuals, firms, corporations, associations, governmental bodies and agencies, and all other legal entities.
- g. Unless otherwise specified, all distances shall be measured horizontally.

- 1.5.2 Any word or phrase which is defined in Section 12 of these Zoning Regulations or elsewhere in these regulations shall have the meaning as so defined whenever the word or phrase is used in these regulations unless such definition is expressly limited in its meaning or scope.

1.6 Interpretation

- 1.6.1 Minimum requirements. In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of public health, safety, and welfare.
- 1.6.2 Overlapping or contradictory regulations. Where the conditions imposed by any provision of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of these regulations or of any other law, rule or regulation of any kind, the regulations which are more restrictive shall govern unless otherwise excepted.
- 1.6.3 Private agreements. These regulations are not intended to abrogate, annul or otherwise interfere with any easement, covenant or any other private agreement or legal relationship; provided, however, that where the provisions of these regulations are more restrictive (or impose higher standards or requirements) than such easements, covenants or other private agreements or legal relationships, the provisions of these regulations shall govern.
- 1.6.4 Unlawful structures and uses. No structure or use which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations.

1.7 Exemptions

- 1.7.1 Existing Structures. K.S.A. 12-758 provides that these regulations "shall not apply to the existing use of any buildings or land and shall not prevent the restoration of a building damaged not more than fifty (50) percent of its assessed valuation by fire, explosion, act of God or the public enemy, or prevent the continuance of the use of such building or part thereof as such use existed at the time of such damage, but shall apply to any alteration of a building to provide for a change in such use of any building or land after the effective date of any such zoning regulation."
- 1.7.2 Agricultural Land. K.S.A. 12-758 provides "Except for floodplain regulations in areas designated as a floodplain, regulations adopted by a city pursuant to K.S.A. 12-715b, and amendments thereto, or a county pursuant to this act shall not apply to the use of land for agricultural purposes, nor for the erection or maintenance of buildings thereon for such purposes so long as such land and buildings erected thereon are used for agricultural purposes and not otherwise."

1.8 Guiding Principles

- 1.8.1 These regulations are designed to guide future growth as envisioned by Plan ELC, a Joint Comprehensive Plan for the City of Emporia and Lyon County adopted in 2017. These regulations also serve as a reference in making capital improvement decisions, and in advancing the following guiding principles of Plan ELC, benefitting property owners by lessening restrictions without compromising the public interest:
- a. preserving agricultural landscapes;
 - b. linking parks to people;
 - c. connecting communities;
 - d. supporting infill development, especially in established residential neighborhoods
 - e. logically distributing commercial and industrial development; and
 - f. providing decent and affordable housing.
- 1.8.2 A place-based approach to zoning. These regulations pursue a place-based approach to supplement the use-based regulatory scheme, in order to encourage and guide developments that are consistent with the community's vision and planning patterns. A place-based approach to zoning adds an additional set of requirements to use-based zoning codes to achieve a certain physical outcome in a built environment.
- By supplementing its use-based zoning with place-based regulations these regulations use the intended built form and physical characteristics of a place as an organizing framework. This approach allows for a focus on the relationships between buildings or other structures and their parcels, the surrounding buildings or structures, sidewalks and streets, and other public rights-of-way.
- The terminology used in the Zoning Regulations reflects the physical or locational identity of a place. These regulations carefully consider a range of uses in order to maximize compatibility with the intended physical form and characteristics of an area. This strategy also allows for a more simplified list of permitted uses and conditionally permitted uses.

1.9 Regulating Plans and Parcel Types Established

1.9.1 These Regulations classify property by Parcel Type, identified and hereby established as follows:

a.	Mixed-Use	MU
b.	Flex-Use High	FH
c.	Flex-Use Low	FL
d.	Commercial	C
e.	Multi-Family	MF
f.	Single-Family Attached	SF-A
g.	Single-Family Detached	SF-D
h.	Country Home	CH
i.	Agriculture	AG
j.	Industrial-Flex	IF
k.	Light Industrial	LI
l.	Heavy Industrial	HI
m.	Civic/Public	C/P
n.	Greenspace/Parks/Recreation	G/P/R

1.9.2 The allowed uses, permitted and conditional, for each Parcel Type are set out in Section 2.5.

1.9.3 Overlay and Other Special Districts

1.9.3.1 In addition to the Parcel Types set out in Item 1.9.1 these regulations provide for certain Overlay Districts and Special Districts as established in Section 8. Section 8 also lists the allowed uses, permitted and conditional, for the Overlay Districts and Special Districts.

1.10 Zoning Map Established

The incorporated territory of the City of Emporia shall be divided into the Parcel Types established at Item 1.9.1 and the boundaries of each Parcel Type shall be shown upon the Zoning Map incorporated into these Regulations by adoption of Ordinance No. _____ by the Emporia City Commission on _____, 2023 and identified as the “Official Zoning Map Incorporated by Ordinance No. _____” and so incorporated by reference as authorized by K.S.A. 12-753. The map shall be on file in the office of the City Clerk and in the office of the Zoning Administrator.

1.11 Zoning of Newly Annexed Land

Land hereafter annexed into the City shall retain the Parcel Type classification it had from Lyon County until such time procedures are followed and finalized to amend that Parcel Type classification consistent with state law and these Regulations.

1.12 How to Use the Zoning Regulations

1.12.1 A Regulating Plan is a zoning map which sets out the use of property as well as the appropriate form and scale for development.

The diagram below illustrates the basic steps to follow in using these regulations. It serves as a general guideline. Necessary procedures for permit application are described more fully in Section 9 (Administration and Procedures).

How to Use this Document

STEP 1

From the Regulating Plan and Zoning map, identify the Parcel Type applicable to your lot and understand the key characteristics and general uses specific to that Parcel Type.

SECTION 2

STEP 2

Comply with the Building Standards and if applicable the Accessory Building Standards specific to your Parcel Type.

SECTION 3

STEP 3

Comply with the Street and Landscape Standards applicable to your lot.

SECTION 4,5

STEP 4

Comply, when applicable to your development, with the Subdivision Regulations and other regulations supplemental to all Parcel Types.

SECTION 6,7

STEP 5

Follow all necessary procedures for permit application and enforcement.

SECTION 8,9



Emporia
Kansas

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Emporia
Kansas

SECTION 2

REGULATING PLAN

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 2 REGULATING PLAN

- 2.1 Purpose
- 2.2 Applicability
- 2.3 Emporia Regulating Plan
- 2.4 Parcel Types
- 2.5 Key/Permitted and Conditional Uses

2.1 Purpose

- 2.1.1 This section establishes the City of Emporia Regulating Plan which provides the informational data for the corresponding Parcel Types. Through designating parcel typology for each property, the regulating plan allows flexibility for development to occur.

2.2 Applicability

- 2.2.1 The City of Emporia Regulating Plan is adopted in replacement of the 2017 Emporia Metropolitan Planning Area Land Use Map, and amendments there to.
- 2.2.2 All new development, redevelopment, substantial modification, and improvement to land, structures, buildings, and lots within the planning area shall comply with the applicable Regulating Plan as well as the regulations in the applicable Standards and Supplemental Regulations.
- 2.3 Emporia Regulating Plan. The Regulating Plan establishes Parcel Types for specific properties allowing for the detailed regulation of use, height, area, size, and intensity of use. See Figure 2.3 for the Emporia Regulating Plan.

2.4 Parcel Types

2.4.1 General

- a. This section sets forth the key characteristics of each Parcel Type as well as the categories of permitted uses that the building forms associated with each Parcel Type may support. This classification provides a systematic basis for assigning uses to appropriate Parcel Types with other similar uses. Principal uses are categorized according to their common functionality, product, or physical characteristics.
- b. Each category of permitted uses includes uses that are more customary and therefore shall not be considered all-inclusive. Uses not specifically listed are permitted only following approval by the Zoning Administrator according to item 2.4.1.c below.
- c. If a proposed principal use is not included in the list of permitted uses of a Parcel Type, but is similar to another use listed in that use category, the Zoning Administrator may consider the proposed use part of said category of permitted uses. When determining whether a proposed use is similar to a listed use, the Zoning Administrator shall consider the following criteria:
 - 1. the typical physical characteristics of the proposed use;

2. the suitability of the lot size and the building forms associated with the applicable Parcel Type in meeting the requirements of the proposed use;
 3. the building layout, site plan, and relative area devoted to the proposed use;
 4. the likely impact on surrounding properties;
 5. the number of vehicle trips generated by the proposed use, types of vehicles, and parking requirements;
 6. the hours of operation, if the proposed use is related to business and services; and
 7. the relative number of employees if the proposed use is a place of employment.
- d. If a proposed principal use not listed is found by the Zoning Administrator not to be similar to any other permitted principal use listed for a particular Parcel Type, the proposed use would only be permitted upon the issuance of a Conditional Use Permit as set forth in Section 9.5.
- e. A proposed accessory use not specifically listed in permitted uses is prohibited unless the Zoning Administrator determines that the proposed accessory use:
1. is clearly incidental or customarily complementary to the permitted principal use;
 2. is serving the permitted principal use;
 3. is subordinate in scale, extent, and purpose to the principal use served;
 4. contributes to the comfort, convenience, or needs of occupants or users in the principal use served;
 5. is located on the same lot as the principal use served; and
 6. has the necessary easement waiver.

2.4.2 Mixed Use (MU)

- a. Key characteristics. Mixed-Use Parcel Type supports active town centers by providing opportunities for a broad mix of higher-density pedestrian and transit-oriented uses. Through vertical integration of uses, buildings along main streets consist of ground floor retail or service uses with offices or residential units above. Ground-floor retail fronts that face the street are required to have seventy (70) percent window glazing, especially around entries, to encourage transparency and a sense of place along the pedestrian realm.

- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.3 Flex-Use High (FH)

- a. Key characteristics. Flex-Use High Parcel Type allows for the flexible use of buildings, which provides a variety of spaces to meet changing needs and promotes adaptive reuse of existing buildings. Flex-Use High Parcel Type allows for higher intensity of uses in an area with higher density. The physical characteristics of buildings on this Parcel Type should remain consistent while allowing for a range of uses.
- b. Categories of permitted uses. Flex-Use High parcels may be developed as Mixed-Use, Commercial, Multi-Family, or Single-Family Attached buildings, and therefore allow the uses applicable to the respective Parcel Type, provided that they are compatible with the size and physical characteristics of the lot, the building, and the surrounding Parcel Types. Refer to the applicable Parcel Type for categories of permitted uses.
- c. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.4 Flex-Use Low (FL)

- a. Key characteristics. Flex-Use Parcel Type allows for the flexible use of buildings, which provides a variety of spaces to meet changing needs and promotes adaptive reuse of existing buildings. Flex-Use Low Parcel Type allows for lower intensity of uses in an area with lower density. The physical characters of buildings on this Parcel Type should remain consistent while allowing for a range of uses.
- b. Categories of permitted uses. Flex-Use Low parcels may be developed as Mixed-Use, Commercial, Multi-Family, or Single-Family Attached buildings, and therefore allow the uses applicable to the respective Parcel Type, provided that they are compatible with the size and physical characteristics of the lot, the building, and the surrounding Parcel Types. Refer to the applicable Parcel Type for categories of permitted uses.
- c. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.5 Commercial (C)

- a. Key characteristics. Commercial Parcel Type serves the commerce and service needs of residents. Commercial parcels can be concentrated along major corridors, making them more accessible.
- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.6 Multi-Family (MF)

- a. Key characteristics. A medium to large sized detached or attached building consisting of side- by-side and/or stacked units, with one or more shared entries at least one of which faces the street. This Parcel Type is intended to create a mix of higher-density housing located in areas near retail, health services, schools, and transit hubs. Multi-family buildings are typically in the form of lofts, apartments, or condominiums.
- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.7 Single-Family Attached (SF-A)

- a. Key characteristics. Single-Family Attached Parcel Type provides a mix of housing options and often facilitates the transition between higher-density corridors and single-family neighborhoods. Buildings developed in Single-Family Attached parcels are typically in the forms of townhouses, duplexes, triplexes, and rowhouses.
- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.8 Single-Family Detached (SF-D)

- a. Key characteristics. Single-Family Detached Parcel Type allows for the preservation of small-town characteristics of the area, with a traditional grid of one- to three-story single-family housing on small to medium lots, front porches, and attached or detached garages to the side or rear.
- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.9 Country Home (CH)

- a. Key characteristics. Country Home Parcel Types allows for the clustered development of single-family homes on large lots. Country homes are detached, large single family homes that are typically one- to three-stories high, with attached or detached garages to the side or rear. Clustered development of country homes are encouraged to preserve sensitive natural environments or agricultural land.
- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.10 Agricultural (AG)

- a. Key characteristics. Agricultural Parcel Type is designed to preserve and protect agricultural resources and is designed to accommodate agricultural operations and compatible uses.

- b. Conditional uses on Agricultural Parcel Type. The following uses are permitted only upon the issuance of a Conditional Use Permit. Additional information on Permitted and Conditional Uses can be found in Section 2.5:
 - 1. Wholesale or retail sales of any product not raised, grown, or otherwise produced on the premises. Except for instances where such activities are in conjunction with a valid home business in the agricultural parcel type.
 - 2. Commercial development of natural resources and commercial extraction of raw materials such as rock, gravel, sand, etc.
 - 3. Livestock sales facilities and auction pavilions, or both, and ancillary facilities including, but not limited to, offices, retail food and clothing sales, retail and wholesale sale of agricultural supplies and products, feed and fertilizer processing, and commodities brokerage. Except for instances where such activities are in conjunction with a valid home business in the agricultural parcel type.
 - 4. Lands which are used for commercial recreational purposes, including golf courses and driving ranges.
 - 5. Parcels where the primary function is solely for recreational purposes.
 - 6. Airports and heliports.
 - 7. Any public building or land used by any department of the city, county, state, or federal government.

2.4.11 Industrial-Flex (IF)

- a. Key characteristics. Industrial-Flex Parcel Type supports Commercial, Retail, Service, Office, Trade, or Light Industrial buildings, as well as planned employment centers or planned integrated-use development along corridors and city boundaries with pedestrian-oriented interiors, pocket parks, and/or plazas.
- b. Categories of permitted uses. Industrial-Flex parcels may be developed as Commercial or Light-Industrial buildings, and therefore allow the uses applicable to the respective Parcel Type, provided that they are compatible with the size and physical characteristics of the lot, the building, and the surrounding Parcel Types. Refer to the applicable Parcel Type Use Matric in Section 2.5 for categories of permitted and conditional uses.

2.4.12 Light Industrial (LI)

- a. Key characteristics. Light Industrial Parcel Type provides spaces for the manufacturing, processing, and fabrication of products and other compatible uses that require little to no outside storage. The effect that it has on adjoining properties is one created primarily by traffic generated by goods and employees.

- b. Uses. Permitted and Conditional Uses for specific Parcel Types are found in the Parcel Type Use Matrix in Section 2.5.

2.4.13 Heavy Industrial (HI)

- a. Key characteristics. Heavy Industrial Parcel Type provides spaces for industrial type uses that require large areas of outdoor storage of raw and/or finished materials and for those uses which produce or store materials or goods that may be noxious or offensive due to smoke, dust, noise, odor, fumes, light, or explosiveness. Parcels of this type are typically located near major transport options such as highways, rail, and airports.
- b. Uses. The following uses are permitted only upon the issuance of a Conditional Use Permit. Additional information on Permitted and Conditional Uses may be found in the Parcel Type Use Matrix in Section 2.5
 - 1. Asphalt plants
 - 2. Correctional facilities
 - 3. Electric generation plants
 - 4. Gas and petroleum drilling, field service, pressure control plants, production and refining plants and storage and distribution points.
 - 5. Industrial waste disposal
 - 6. Outdoor Shooting Ranges
 - 7. Refuse incineration
 - 8. Salvage yards, subject to the following:
 - a. Located upon a tract at least three hundred (300) feet from the boundary with property zoned for residential use.
 - b. The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded on all sides by a fence or wall at least six and one-half (6-1/2) feet high. The fence or wall, having a visual density of at least eighty (80) percent shall be of uniform height, uniform texture and color, and shall be so maintained by the proprietor as to insure maximum safety to the public and obscure the junk from normal view of the public. The fence or wall shall be installed in such a manner as to retain all scrap, junk, or other material within the yard.
 - c. No junk shall be loaded, unloaded, or otherwise placed either temporarily or permanently outside the enclosed building, fence, or wall, within the public right-of way.

- d. Burning of paper, trash, junk, or other waste materials shall be permitted only after approval of the fire department. Permitted burning shall be done only during daylight hours.
 - e. No junk, salvage, scrap or other materials shall be piled or stacked higher than the top of the required fence or wall.
 - f. No salvage yard shall be located on or visible from an arterial or major street or highway.
- 9. Solid waste disposal areas and transfer station, hazardous waste facility
 - 10. Warehousing, storage and wholesaling of products of a highly explosive, combustible or volatile nature.

2.4.14 Civic/ Public Parcel Type(C/P)

- a. Key characteristics. Places of public assembly that provide governmental, educational, cultural, spiritual, and health and safety services to the general public. Where possible, any new development on Civic/Public Parcel Type should reflect the standards applicable to the adjacent Parcel Types.
- b. Uses. The following uses are permitted only upon the issuance of a Conditional Use Permit. Additional information on Permitted or Conditional Uses may be found in the Parcel Type Use Matrix in Section 2.5
 - 1. Any use, which may include agricultural, commercial or industrial uses, conducted accessory to or in support of a primary public use on the same site.

2.4.15 Greenspace / Parks / Recreation (G/P/R)

- a. Key characteristics. Natural areas consisting of open space, green corridors, and land preserved for conservation or recreation. This Parcel Type is intended to provide for active and passive recreation needs, and protects scenic and sensitive areas. Not all areas in this Parcel Type are open to the public. Could also include undeveloped cropland, grass land, and floodplains.
- b. As no development is present within this Parcel Type, uses are not shown within Tables 2.5.1 thru 2.5.7

2.5 Use Tables

Key To Use Tables 2.5

AG = Agriculture

FL = Flex Low

IF = Industrial Flex

CH = Country Home

FH = Flex High

LI = Light Industrial

SF-A = Single-Family Attached

C = Commercial

HI = Heavy Industrial

SF-D = Single-Family Detached

MU = Mixed Use

MF = Multi-Family

C/P = Civic/Public

P = Permitted Use

C = Conditional Use

2.5.1		Parcel Types												
Residential Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Accessory dwelling units			C	C	C	C							
2.	Bed and breakfasts		C	C	C	C	P	P	P	C				
3.	Cemeteries/crematories	P	C	C	C									
4.	Churches, similar places of worship	P	P	P	P	P	P	P	P	P	C			
5.	Daycare facility: childcare centers, daycare homes, group daycare homes, preschools			C	C	P	P	P	P	P	C			
6.	Duplexes			C	P	P	P	P	P					
7.	Fraternities/sororities			C	C	P	C	P	C					
8.	Group boarding homes, minors			C	C	P	C	P	C					
9.	Group boarding homes, adult			C	C	P	C	P	C					
10.	Group homes, large		C	C	C	C	C	C						
11.	Group homes, small	P	P	P	P	P	P							
12.	Homeless shelters, rehabilitation homes					C	C	C	C	C				
13.	Lodging houses, large					P	C	C	C					
14.	Lodging houses, small					P	P	C	C					
15.	Mobile home parks			C		P				C	P			
16.	Multi-unit dwellings, medium to high density				P	P	C	P	P					
17.	Nursing homes			C	C	P	C	P	C					
18.	Parks, recreation areas, public	P	P	P	P	P	C	C	C					P

2.5.1		Parcel Types												
Residential Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
19.	Public utilities	C	C	C	C	C	C	C	C	P	P	P	P	P
20.	Public buildings and uses	C	C	C	C	C	C	C	C	P	P	P	P	P
21.	Safe houses			P	P	P	C							
22.	Schools, K-12 public		C	C	C	C	C	C	C					P
23.	Single-family dwellings, attached			C	P	P	C	P	P					
24.	Single-family dwellings, detached	P	P	P	P	C	C							
25.	Town houses, triplexes, rowhouses				P	P	P	P	P					
26.	Transitional housing		C	C	P	C		C	C					

2.5.2		Parcel Types												
Agriculture Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Agriculture: field crops, pasturage, hay, sod, livestock	P											P	P
2.	Airports, heliports	C										P	P	P
3.	Asphalt, concrete batch plants	C										C	P	
4.	Confined animal feeding operations	C												
5.	Cemeteries, crematories and mausoleums	P	C	C	C									
6.	Churches and similar places of worship	P	P	P	P	P	P	P	P	P	C			
7.	Extraction of sand and other natural resources	C										C	P	
8.	Grain elevators/agricultural product storage facilities	P											P	P
9.	Greenhouses/nurseries	P	C							C	P	P	P	
10.	Kennels	P									C	P	P	
11.	Oil and natural gas exploration and extraction	C										C	C	
12.	Parks, playgrounds and recreation areas, public	P	P	P	P	P	C	P	C					P
13.	Parks, playgrounds and recreation areas, private	C	C											
14.	Public facilities, city, county, state and federal	C	C	C	C	C	C	C	C	P	P	P	P	P

2.5.2		Parcel Types												
Agriculture Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
15.	Public utilities: telephone and electrical substations and similar facilities	C	C	C	C	C	C	C	C	P	P	P	P	P
16.	Radio, telephone and TV transmitters and towers	C	C				C	C	C	C	C	C	C	
17.	Riding stables and academies	P	C											
18.	Salvage yards	C										C	C	
19.	Schools, K-12 public	C	C	C	C	C	C	C	C					P
20.	Single-family dwelling on parcels 10 acres or more	P	P	P	C									

2.5.3		Parcel Types												
Commercial Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Ambulance service, private						C	C	C	C				
2.	Animal hospitals/vet clinics	P					P	P	P	P	P			
3.	Artist galleries/studios						P	P	P	P	C	P	P	
4.	Auction houses, excluding livestock						C	C	C	C				
5.	Automobile wash						C	C	C	P				
6.	Bakery/cake shops						P	P	P	P	P			
7.	Banks/financial institutions						P	P	P	P	P			
8.	Barber/beauty shops						P	P	P	P	P			
9.	Bottled gas, sales		C					C	C	C	P	P	P	
10.	Bus passenger terminals									P				
11.	Call/customer service centers							C	C	P	P			
12.	Catering service						P	P	P	P	P			
13.	Coffee shop, juice bar, ice cream shop						P	P	P	P	P			
14.	Construction equipment, sales	C							P	P	P	P	P	
15.	Convenience stores						P	P	P	P	P			
16.	Copy center, mailing service						P	P	P	P	P			
17.	Daycare facilities: childcare centers, daycare homes, group daycare homes, preschools			C	C	P	P	P	P	P	C			

2.5.3		Parcel Types												
Commercial Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
18.	Disinfection/extermination services						C	C	C	C	C	P	P	
19.	Dry cleaners, laundries						P	P	P	P	P			
20.	Dwellings, single or multi-family, including ground floor with exception from BZA						C	P	P	C				
21.	Electric, telephone substations	C					C	C	C	C	C	C	P	
22.	Equipment rental and leasing						P	P	P	P	P			
23.	Exhibition halls							P	P	P				P
24.	Fabrication shops						C	P	P	P	P			
25.	Farm machinery, sales	C						P	P	P	P	C	P	
26.	Farm supplies							P	P	P	P	P	C	
27.	Food catering						P	P	P	P				
28.	Funeral, crematory and mortuary services						P	P	P	P				
29.	Garden supplies						P	P	P	P	P	P	P	
30.	Greenhouses, nurseries									C	C			
31.	Homeless shelters					C	C	C	C	C				
32.	Hospitals						C	C	C	C	C			P
33.	Hotels, motels						P	P	P	P				
34.	Kennels, boarding/breeding						C	P	P	P	P	P	P	
35.	Landscaping/lawn care						C	P	P	P	P	P	P	
36.	Laundromat						P	P	P	P	P			
37.	Liquor stores						P	C	C	P	P			
38.	Literature distribution, wholesale						C	P	P	P	P			
39.	Medical/dental offices, labs						P	P	P	P				
40.	Mobile home sales									P	C			
41.	Motor vehicle repair/maintenance							C	C	P	C	P	P	
42.	Motor vehicle sales/rental						P	P	P	P	P	P	C	
43.	Motor vehicle service stations							C	C	P	P	C	C	
44.	Music studios						P	P	P	P	C			
45.	Newspaper publishing						P	P	P	P				
46.	News syndicate service						P	P	P	P				
47.	Nightclub, lounge, brew pub, brewery, micro-distillery						C	P	P	P	C			

2.5.3		Parcel Types												
Commercial Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
48.	Offices: professional, business, nonprofits						P	P	P	P				
49.	Parking lots, commercial							C	C	P	C			
50.	Photography studio						P	P	P	P				
51.	Private clubs						P	P	P	P				
52.	Public utilities: telephone, electrical, television, cable		C	C	C	C	C	C	C	C	C	C	P	P
53.	Radio/television broadcasting studios with transmission towers						C	C	C	C				
54.	Radio/television broadcasting studios without transmission towers						P	P	P	P				
55.	Railroad passenger terminals						C	C	C	C				
56.	Recreational vehicles, sales						P	P	P	P	C			
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
57.	Recycling centers/metal dealers	C								C	C			
58.	Research and development, testing	C					C	C	C	C	C			
59.	Restaurants						P	P	P	P	P			
60.	Retail sales/rental of goods and merchandise						P	P	P	P				
61.	Retail sales of services						P	P	P	P				
62.	Schools: business, technical, vocational						C	C	C	C	C	C	C	
63.	Schools, K-12, private		C	C	C	C	C	C	C	C				
64.	Taverns, bars and drinking establishments						P	P	P	P				
65.	Travel trailer parks									P				
66.	Truck wash services									P	C			
67.	Wholesale establishments									P	P	P		
68.	Zoo, private									C				

2.5.4		Parcel Types												
Entertainment/Sports Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Amusement places, indoor							P	P	P				
2.	Aquariums										P			
3.	Bowling alleys							P	P	P	P			
4.	Country clubs, private	P						P	P	P	P			
5.	Golf driving ranges	P						P	P	P				
6.	Golf courses, private	P					P	P	P	P				
7.	Gymnasiums/athletic clubs/fitness centers						P	P	P	P	P			
8.	Health spas						P	P	P	P				
9.	Performing arts center						P	P	P	P	P			
10.	Race tracks, vehicle/animal	P								C				
11.	Recreation centers/facilities	C						P	P	C	P			
12.	Skating rinks							P	P	P	P			
13.	Stadium/sports arena						C	C	C	C	P			
14.	Tennis clubs						C	C	C	C				
15.	Theater, indoor						C	C	P	P				
16.	Theater, outdoor								C	C				

2.5.5		Parcel Types												
Industrial Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Aircraft storage, maintenance, sales and leasing												P	P
2.	Aircraft terminals, passenger and freight											C	P	P
3.	Air conditioning, heating and plumbing contractors										P	P	P	
4.	Airports and heliports											C	P	P
5.	Artisanal production	P									P	P	P	
6.	Asphalt plants											C	C	
7.	Auction sales, excluding livestock						C	C	C	C	C	P	P	
8.	Bottling and canning										P	P	P	
9.	Building construction contractors											C	P	
10.	Building materials, retail										P	P	P	
11.	Concrete ready-mix plants												P	
12.	Distillery, brewery, winery	P									P	P	P	
13.	Electrical contractors										P	P	P	
14.	Electronics repair										P			

2.5.5		Parcel Types												
Industrial Uses														
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
15.	Food locker, storage											P	P	
16.	Foundries												P	
17.	Freight depots, trucks										C	C	P	
18.	Furniture repair										P			
19.	Gas and oil drilling, field service, production and refining facilities, storage and distribution												C	
20.	Gravel, sand and stone quarrying											C	P	
21.	High-intensity manufacturing and processing											C	P	
22.	Industrial laundries										C	C	P	
23.	Industrial waste disposal												P	
24.	Livestock, stockyards, sales												C	
25.	Low-intensity manufacturing and processing										P	P	P	
26.	Lumberyards												P	
27.	Machine shop, millwork, carpentry shops										C	P	P	

2.5.5														
Industrial Uses		Parcel Types												
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
28.	Manufacturing, fabrication, processing or storage of flammable liquids, chemicals, fertilizer and abrasive products											C	C	
29.	Manufactured/mobile homes, sales										P	P	P	
30.	Masonry, stonework, tile										P	P	P	
31.	Meat processing											C	P	
32.	Monuments										P	P	P	
33.	Motor vehicle body, repair shops							C	C	P	P	P	P	
34.	Motor vehicle storage yards										P	P	P	
35.	Outdoor advertising services										P	P	P	
36.	Outdoor shooting ranges											C	C	
37.	Painting and wallpaper contractors										P	P	P	
38.	Photo finishing/engraving										P	P	P	
39.	Prefabricated building manufacturing											C	P	
40.	Printing										P			
41.	Railroad freight terminals												P	
42.	Resource extraction	C										C	P	
43.	Road maintenance yards											P	P	
44.	Salvage yards											C	C	
45.	Self-service storage											P	P	
46.	Telecommunications towers										C	C	C	
47.	Telephone and electrical substations	C					C	C	C	C	C	C	P	P
48.	Tow lots, vehicle impoundment											P	P	
49.	Utility maintenance yards											P	P	
50.	Veterinarian services, facilities	P					P	P	P	P	P	P	P	
51.	Vocational schools										C	C	C	
52.	Warehouses, storage units											P	P	
53.	Warehousing, storage and wholesaling of explosive, volatile products											P	P	
54.	Water well drilling											P	P	
55.	Wholesale establishments/mail order houses										P	P		

2.5.6		Parcel Types												
Utilities Uses		Parcel Types												
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Electric generation facility									C		C	C	P
2.	Public utilities: telephone, electrical substations and similar facilities	C	C	C	C	C	C	C	C	P	P	P	P	P
3.	Telecommunication towers and related structures for police and emergency communications	C	C	C	C	C	C	C	C	C	C	C	P	P
4.	Utility maintenance yards	C						C	C	C			P	P
5.	Towers and related structures for radio, telephone and TV transmissions	C	C				C	C	C	C	C	C	C	P
6.	Water storage facility	P					C	C	C				P	P
7.	Water treatment plant	C								C			P	P
8.	Wastewater treatment plant	C											P	P

2.5.7		Parcel Types												
Public Uses		Parcel Types												
[Examples of Specific Uses]														
		AG	CH	SF-D	SF-A	MF	MU	FH	FL	C	IF	LI	HI	CP
1.	Auditoriums and similar places of public assembly					C	P	P	P	P	C			P
2.	Churches and similar places of worship	P	P	P	P	P	P	P	P	P	C			
3.	City, county state and federal offices and facilities					C	P	P	P	P	P			P
4.	Conference and convention centers						C	P	P	P	P			P
5.	Educational institutions, K-12, public colleges and universities	C	C	C	C	C	C	C	C	C				P
6.	Fraternal organization offices and meeting places						C	C	C	C				
7.	Hospitals	C					C	C	C	C				P
8.	Libraries			C	C	C	C	C	C	C				P
9.	Military installations	C					C	C	C					P
10.	Museums and galleries						P	P	P	P	P			P
11.	Parks, playgrounds and recreation areas, public	P	P	P	P	P	C	C	C					P
12.	Police, fire and EMS stations	C					C	C	C	C				P
13.	Stadiums						C	C			P			P

2.5.7		Parcel Types													
Public Uses															
[Examples of Specific Uses]															
14.	Vocational, technical and business schools							C	C	C	C	C	C	C	P

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Emporia
Kansas

SECTION 3

BUILDING STANDARDS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 3 BUILDING STANDARDS

- 3.1 Purpose
- 3.2 Applicability
- 3.3 General

3.1 Purpose

The purpose of this section is to set forth the regulations for building standards applicable to each Parcel Type. These standards are intended to ensure that new development strengthens and enhances the existing character and scale of the City of Emporia's neighborhoods.

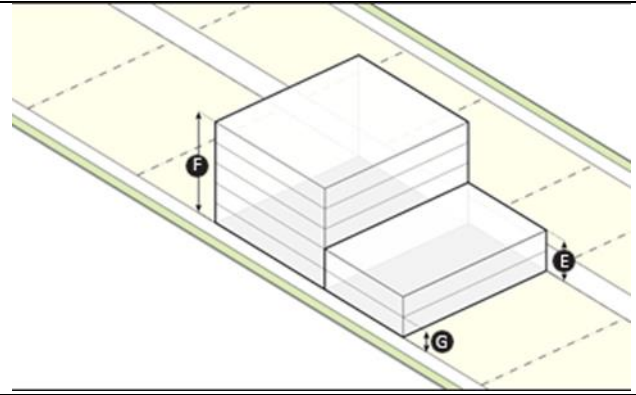
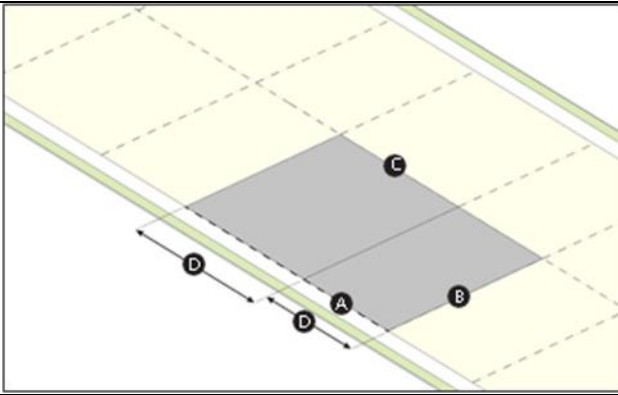
3.2 Applicability

- 3.2.1 The requirements in this section shall apply to all proposed development and must be considered in relation to the intent and general character of each applicable Parcel Type.
- 3.2.2 The standards and requirements applicable to a Parcel Type shall modify and take precedence over any duplicative or conflicting provisions of the Supplemental Regulations as prescribed in the Zoning Regulations, unless otherwise explicitly permitted.
- 3.2.3 These building standards shall not apply to the use of any building or land lawfully existing on the effective date of these regulations, and shall not prevent the restoration of a building damaged not more than fifty (50) percent of its assessed valuation by fire, explosion, act of God, or the public enemy, or prevent the continuance of the use of such building or part thereof as such use existed at the time of such damage, but shall apply to any alteration, expansion or enlargement of a building or alteration of any parcel.
- 3.2.4 These building standards shall not apply to the use of land for agricultural purpose nor for the erection or maintenance of agricultural buildings as long as such agricultural buildings are used for agricultural purposes and no other.

3.3 General

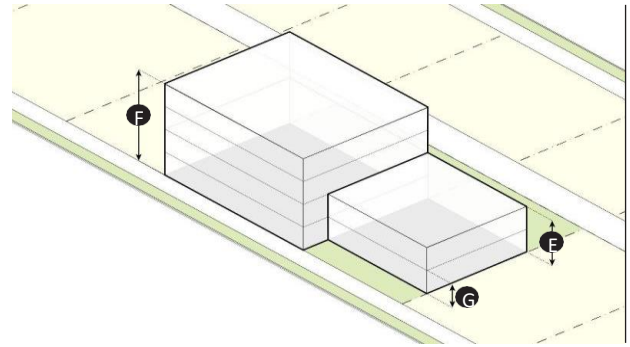
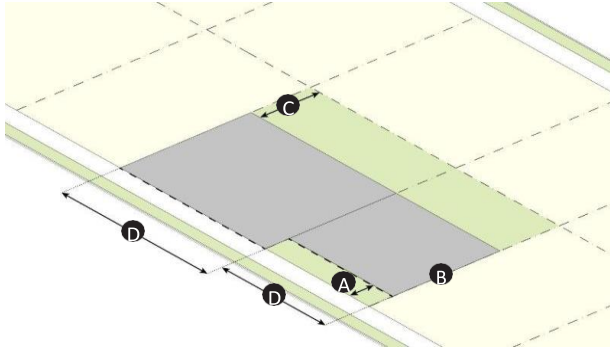
- 3.3.1 Elevation: Unless otherwise approved by the City of Emporia Engineering Department, the top of foundation and/or first floor elevation of a building or group of buildings shall be constructed at least twelve inches (12") above (or as recommended by the developer/builder's engineer) the elevation of the highest point of the curb abutting the lot (where no curb and gutter exists, the highest point of the street or roadway).
- 3.3.2 Building standards are not intended to indicate or suggest any specific architectural style.

MIXED-USE BUILDING STANDARD



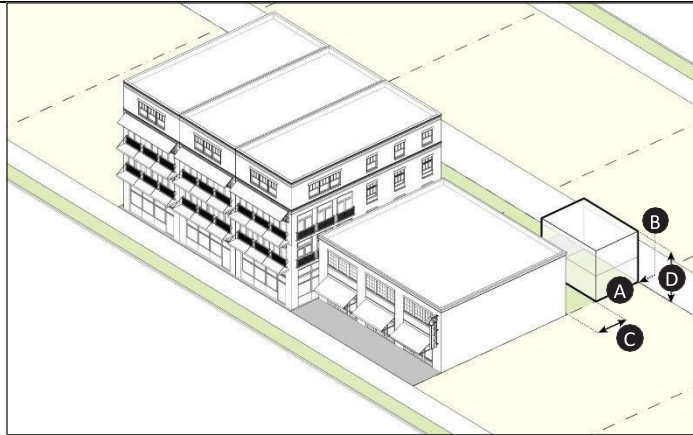
Use		
Ground Floor	Retail / Service / Office / Trade	
Upper Floor(s)	Residential / Office	
Placement		
Front Required Build-to-Line (BTL)	0'	A
Side Setback	0' minimum	B
Rear Setback	0' minimum	C
Coverage		
Primary Street Façade Build to RBL	95%	D
Lot Coverage	100% maximum	
Lot Size	1,000 square foot minimum (20' minimum width by 50' minimum depth)	
Height		
Minimum Number of Floors	2 stories	E
Maximum Number of Floors	5 stories	F
Finished Ground Floor Level	0" minimum above sidewalk	
Ground Floor Ceiling Height	10' minimum	G
Façade Transparency		
Percent of Façade Area (Ground Floor)	80% minimum along RBLs	
Percent of Façade Area (Upper Floors)	40% minimum	
Shading Elements		
Placement	Above all primary entries and display windows	
Lighting		
Exterior Building Lighting Placement	At all primary and residential entries	
Parking		
Refer to Component Parcel Type	Required parking shall occur in the Parking Envelope shown on the Regulating Plan; if not shown, parking shall be in the rear	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	
Bicycle Parking		
2 spaces minimum, plus 1 space per 3,000 square foot GFA of Principal Building	Within 50' of Primary Entrance	
Notes		
Primary entries must occur where designated on the Regulating Plan along the RBL and where designated along the Required Entry Zone (REZ) if shown	Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs	
Loading docks, overhead doors, and other service entries may not be located on the RBLs	Buildings shall be divided into bays not exceeding 50' in length; bays may be articulated using plane changes (+/- 6"), material changes, etc.	
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	Roofs shall be low sloped, behind parapets, or pitched	

FLEX-USE HIGH BUILDING STANDARD



Use		
Ground Floor	Single-Family Attached / Multi-Family Attached / Commercial / Mixed Use	
Upper Floor(s)	Single-Family Attached / Multi-Family Attached / Commercial / Mixed Use	
Placement		
Front Required Build-to-Line (BTL)	0’ minimum – 10’ maximum	A
Side Setback	0’ minimum	B
Rear Setback	0’ minimum	C
Coverage		
Primary Street Façade Build to RBL	90% minimum	D
Lot Coverage	70% maximum	
Lot Size	1,000 square foot minimum (20’ minimum width by 50’ minimum depth)	
Height		
Minimum Number of Floors	2 stories	E
Maximum Number of Floors	4 stories	F
Finished Ground Floor Level	Refer to applicable component building type	
Ground Floor Ceiling Height	10’ minimum	G
Façade Transparency		
Percent of Façade Area (Ground Floor)	70% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	
Shading Elements		
Placement	Above all primary entries and display windows, except Single-Family buildings	
Lighting		
Exterior Building Lighting Placement	At all primary and residential entries, except Single-Family buildings	
Parking		
Refer to Component Parcel Type	Required parking shall occur in the Parking Envelope shown on the Regulating Plan; if not shown, parking shall be in the rear	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	
Bicycle Parking		
2 spaces minimum, plus 1 space per 3,000 square foot GFA of Principal Building	Within 50’ of Primary Entrance	
Notes		
Primary entries must occur where designated on the Regulating Plan along the RBL and where designated along the Required Entry Zone (REZ) if shown	Blank lengths of wall (without doors or windows) exceeding 50’ are prohibited on the RBLs	
Loading docks, overhead doors, and other service entries may not be located on the RBLs	Buildings shall be divided into bays not exceeding 50’ in length; bays may be articulated using plane changes (+/- 6”), material changes, etc.	
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	Roofs shall be low sloped, behind parapets, or pitched	

FLEX-USE HIGH ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in rear yard only	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Must be subordinate in size to Principal Buildings Total Square Footage of Accessory Structures and Principle Buildings May Not Exceed 75% Maximum Lot Coverage	
Height	2 stories Or equal to height of Principal Building (whichever is less)	D

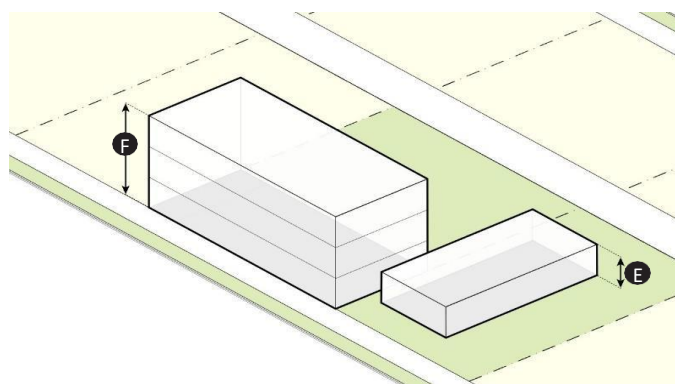
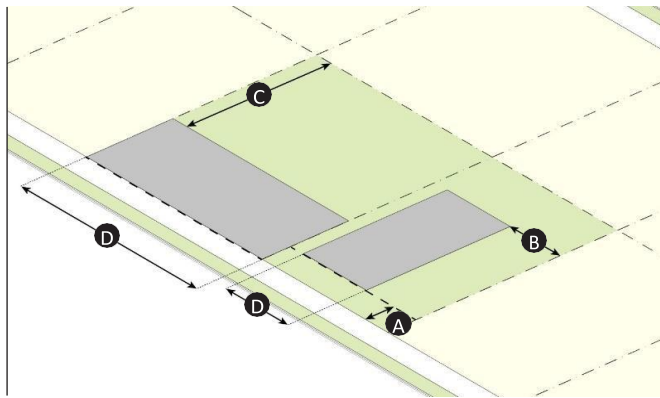
Access and Parking

Access shall be taken off an alley, if no alley exists, access must share the same curb cut as the Principal Building or be approved by the City Engineer	All parking areas shall have approved surfacing (7.14) and be ADA compliant

Notes

Non-enclosed staircases cannot face street	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	
Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.	

FLEX-USE LOW BUILDING STANDARD



Use

Ground Floor	Single-Family Attached / Multi-Family Attached / Commercial / Mixed Use	
Upper Floor(s)	Single-Family Attached / Multi-Family Attached / Commercial / Mixed Use	

Placement

Front Required Build-to-Line (BTL)	0' minimum – 10' maximum 20' minimum	Historic Downtown Overlay District All Other Areas	A
Side Setback	0' - 5' minimum	Historic Downtown O. D. – All Other	B
Rear Setback	0' minimum – 20' minimum	Historic Downtown O.D. – All Other	C

Coverage

Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	60% maximum	
Lot Size	1,000 square foot minimum (20' minimum width by 50' minimum depth)	

Height

Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories	F
Finished Ground Floor Level	Refer to applicable component building type	
Ground Floor Ceiling Height	10' minimum	G

Façade Transparency

Percent of Façade Area (Ground Floor)	70% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	

Shading Elements

Placement	Above all primary entries and display windows, except Single-Family buildings	
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Lighting

Exterior Building Lighting Placement	At all primary and residential entries, except Single-Family buildings	
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Parking

Refer to Component Parcel Type	Required parking shall occur in the Parking Envelope shown on the Regulating Plan; if not shown, parking shall be in the rear
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design
Bicycle Parking	
2 spaces minimum, plus 1 space per 3,000 square foot GFA of Principal Building	Within 50' of Primary Entrance

Notes

Primary entries must occur where designated on the Regulating Plan along the RBL and where designated along the Required Entry Zone (REZ) if shown	Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs
Loading docks, overhead doors, and other service entries may not be located on the RBLs	Buildings shall be divided into bays not exceeding 50' in length; bays may be articulated using plane changes (+/- 6"), material changes, etc.
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	Roofs shall be low sloped, behind parapets, or pitched

FLEX-USE LOW ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Must be subordinate in size to Principal Buildings Total Square Footage of Accessory Structures and Principle Buildings May Not Exceed 70% Maximum Lot Coverage	
Height	2 stories Or equal to height of Principal Building (whichever is less)	D

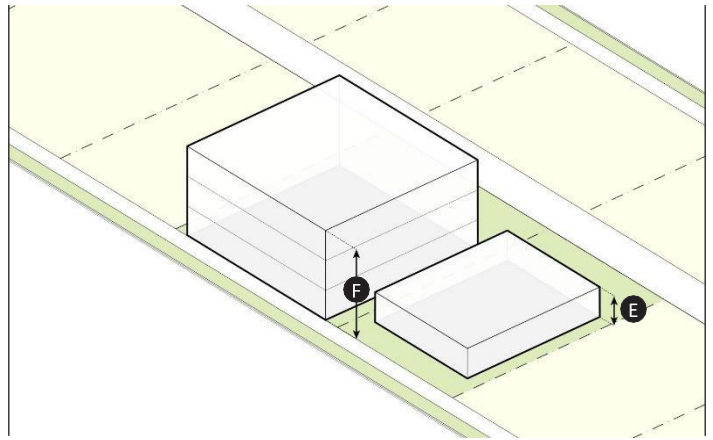
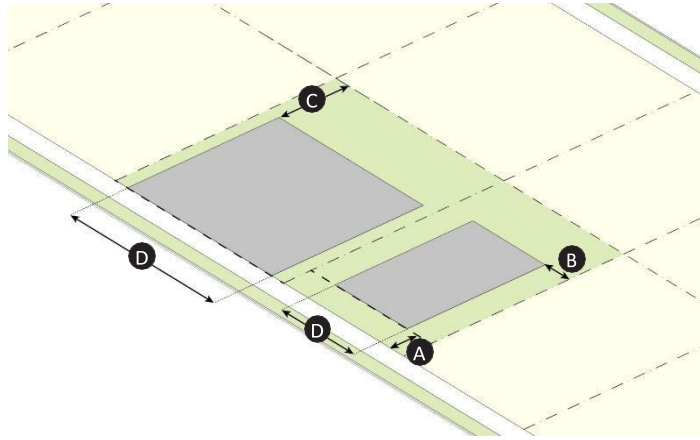
Access and Parking

Access shall be taken off an alley, if no alley exists, access must share the same curb cut as the Principal Building or be approved by the City Engineer	All parking areas shall have approved surfacing (7.14) and be ADA compliant

Notes

Non-enclosed staircases cannot face street	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	
Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.	
Historic Downtown Overlay District – See Section 8.5 for more information.	

COMMERCIAL BUILDING STANDARD



Use

Ground Floor	Commercial	
Upper Floor(s)	Commercial	

Placement

Front Required Build-to-Line (BTL)	25' minimum	A
Side Setback	5' minimum	B
Rear Setback	20' minimum	C

Coverage

Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	60% maximum	
Lot Size	1,000 square foot minimum (20' minimum width by 50' minimum depth)	

Height

Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories	F
Finished Ground Floor Level	0" minimum above sidewalk	
Ground Floor Ceiling Height	10' minimum	G

Façade Transparency

Percent of Façade Area (Ground Floor)	70% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	

Shading Elements

Placement	Above all primary entries and display windows	
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Lighting

Exterior Building Lighting Placement	At all primary and residential entries	
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Parking

See Section 7.13 for required number of parking spaces	Required parking shall occur in the Parking Envelope shown on the Regulating Plan; if not shown, parking shall be in the rear	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	

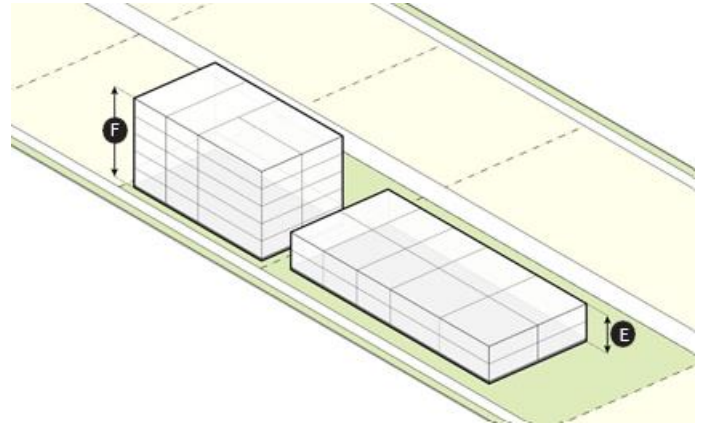
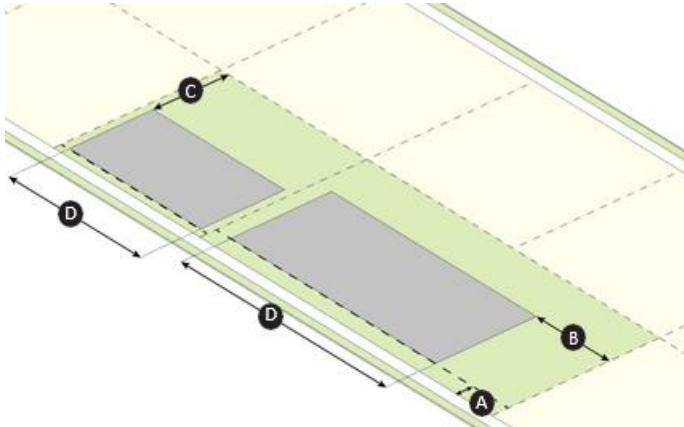
Bicycle Parking

2 spaces minimum, plus 1 space per 3,000 square foot GFA of Principal Building	Within 50' of Primary Entrance
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Notes

Primary entries must occur where designated on the Regulating Plan along the RBL, if shown	Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs
Loading docks, overhead doors, and other service entries may not be located on the RBLs	Buildings shall be divided into bays not exceeding 50' in length; bays may be articulated using plane changes (+/- 6"), material changes, etc.
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	Roofs shall be low sloped, behind parapets, or pitched

MULTI-FAMILY BUILDING STANDARD



Use

Ground Floor	Residential	
Upper Floor(s)	Residential	

Placement

Front Required Build-to-Line (BTL)	15' minimum	A
Side Setback	5' minimum	B
Rear Setback	20' minimum	C

Coverage

Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	60% maximum	
Lot Size	6,500 square foot minimum	

Height

Minimum Number of Floors	2 stories	E
Maximum Number of Floors	5 stories	F
Finished Ground Floor Level	18" minimum above sidewalk	

Façade Transparency

Percent of Façade Area (Ground Floor)	40% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	

Lighting

Exterior Building Lighting Placement	At all primary entries	
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Parking

Paved, off-street parking is required 1.5 spaces per Principal Building except in Black & Gold Area and Historic Downtown O.D. where 1 space per unit is required	Required parking shall be 50' from street, 10' from adjacent lots, and 0' from alleys and within the Parking Envelope shown on the Regulating Plan	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	

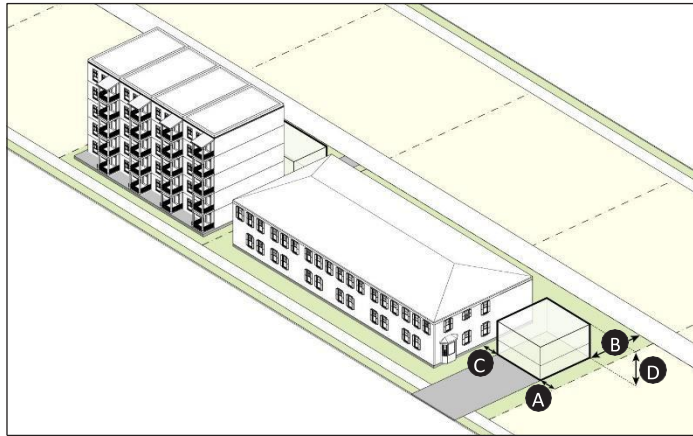
Bicycle Parking

2 spaces minimum, plus 1 space per 3,000 square foot GFA of Principal Building	Within 50' of Primary Entrance
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Notes

Primary entries must occur where designated on the Regulating Plan along the RBL and where designated along the Required Entry Zone (REZ) if shown	Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs
Loading docks, overhead doors, and other service entries may not be located on the RBLs	Roofs shall be low sloped, behind parapets, or pitched
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	

MULTI-FAMILY ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Must be subordinate in size to Principal Buildings Total Square Footage of Accessory Structures and Principle Buildings May Not Exceed 70% Maximum Lot Coverage	
Height	2 stories Or equal to height of Principal Building (whichever is less)	D

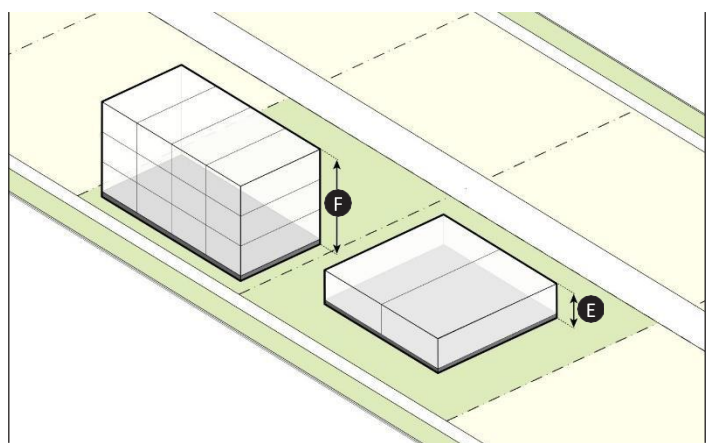
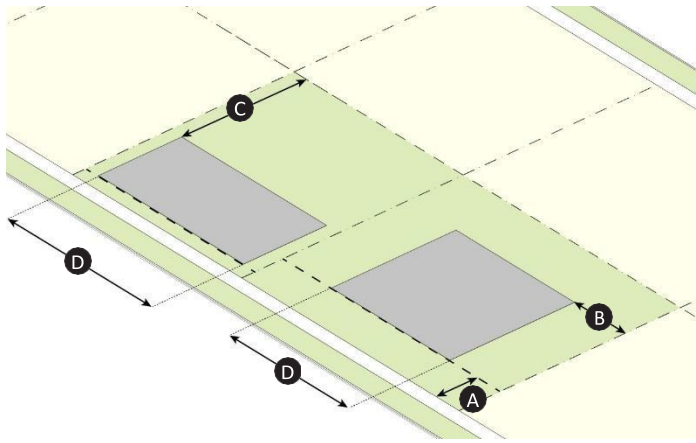
Access and Parking

Access shall be taken off an alley, if no alley exists, access must share the same curb cut as the Principal Building or be approved by the City Engineer	All parking areas shall have approved surfacing (7.14) and be ADA compliant

Notes

Non-enclosed staircases cannot face street	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	
Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.	

SINGLE-FAMILY ATTACHED BUILDING STANDARD



Use

Ground Floor	Residential	
Upper Floor(s)	Residential	

Placement

Front Required Build-to-Line (BTL)	15' minimum	A
Side Setback	5' minimum	B
Rear Setback	20' minimum	C

Coverage

Primary Street Façade Build to RBL	80% minimum	D
Lot Coverage	60% maximum	
Lot Size	2,000 square foot minimum per unit	

Height

Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories	F
Finished Ground Floor Level	N/A	

Façade Transparency

Percent of Façade Area (Ground Floor)	40% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	

Access and Parking

Off-Street parking with approved surfacing is required	2 spaces per Principal Building and parking shall be accessed from the rear using alleys. If no alley exists, parking access shall be approved by the City Engineer
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Notes

Primary entry shall be located along the RBL where shown in the Regulating Plan, if shown	Principal Buildings require a covered stoop or porch that is at a minimum 6' x 6' for each entry that can extend beyond the RBL provided it does not encroach on the Public Right-of-Way
Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs	Roofs shall be low sloped, behind parapets, or pitched
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer	A new or enlarged structure shall be set in line with the average of any adjacent structures.

SINGLE-FAMILY ATTACHED ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	No two structures may exceed 1,000 square feet	
Height	Equal to or less than the height of Principal Building	D

Accessory Dwelling Unit

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	750 square foot maximum Or 20% GFA of Principal Building (whichever is greater)	
Height	1 story = 15' maximum height or 1.5 stories maximum if above a garage Or equal to height of Principal Building (whichever is less)	E

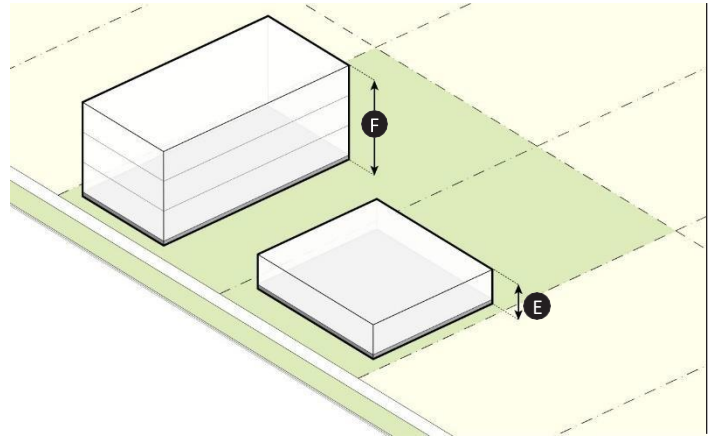
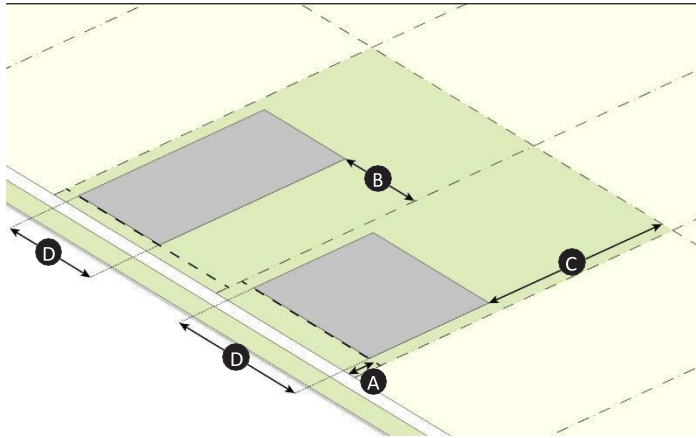
Access and Parking

Access shall be taken off an alley, if no alley exists, access must share the same curb cut as the Principal Building or be approved by the City Engineer	1 off-street space per Accessory Dwelling Unit with approved surfacing
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Notes

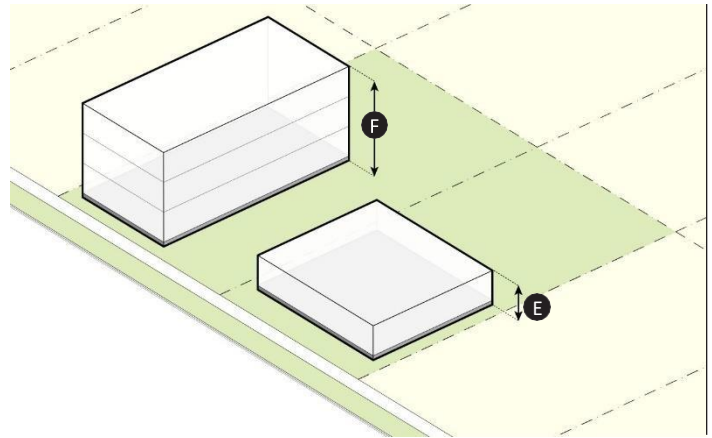
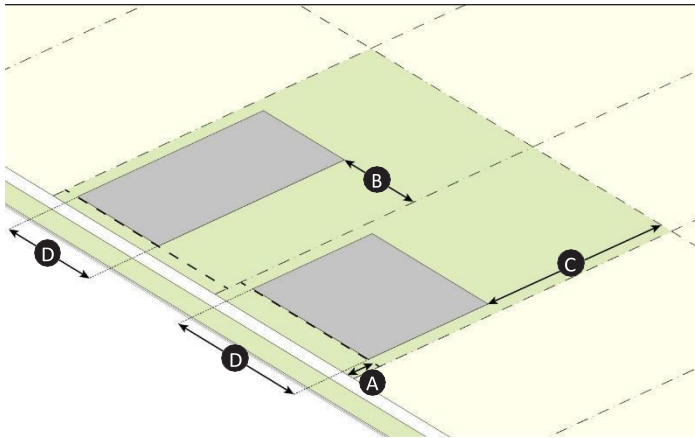
Non-enclosed staircases cannot face street	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	Accessory Dwelling Units are allowed only by Conditional Use Permits
Combined lot coverage of all accessory buildings shall not exceed 15%	Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.

SINGLE-FAMILY DETACHED BUILDING STANDARD (INFILL)



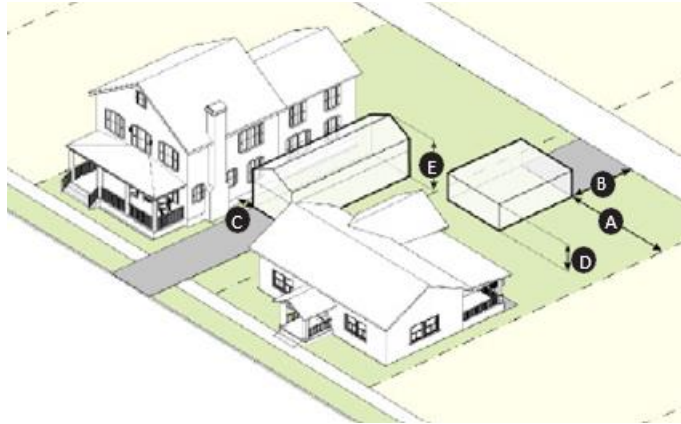
Use		
Ground Floor	Residential	
Upper Floor(s)	Residential	
Placement		
Front Required Build-to-Line (BTL)	15’ minimum	A
Side Setback	5’ minimum	B
Rear Setback	20’ minimum	C
Coverage		
Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	50% maximum	
Lot Size	6,500 square foot minimum (40’ minimum width by 120’ minimum depth)	
Height		
Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories	F
Finished Ground Floor Level	N/A	
Façade Transparency		
Percent of Façade Area (Ground Floor)	40% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	
Access and Parking		
Off-Street parking with approved surfacing is required		2 spaces per Principal Building and parking shall be accessed from the rear using alleys. If no alley exists, parking access shall be approved by the City Engineer
Notes		
Infill Lots are defined as vacant parcels within previously built areas. The Zoning Administrator may qualify a lot with an existing structure that will be removed and redeveloped as an infill lot.		Developments desiring variances from the above may be allowed via the platting or planned unit development process.
Primary entry shall be located along the RBL where shown in the Regulating Plan, if shown		Principal Buildings require a covered stoop or porch that is at a minimum 6’ x 6’ for each entry that can extend beyond the RBL provided it does not encroach on the Public Right-of-Way
Balconies and bay windows may encroach into the RBL and Public Right-of-Way upon agreement from the City Engineer		Roofs shall be low sloped, behind parapets, or pitched
A new or enlarged structure shall be set in line with the average of any adjacent structures.		

SINGLE-FAMILY DETACHED BUILDING STANDARD (GREENFIELD)



Use		
Ground Floor	Residential	
Upper Floor(s)	Residential	
Placement		
Front Required Build-to-Line (BTL)	25' minimum	A
Side Setback	5' minimum	B
Rear Setback	20' minimum	C
Coverage		
Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	40% maximum	
Lot Size	9,000 square foot minimum (60' minimum width by 120' minimum depth) 75x120	
Height		
Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories	F
Finished Ground Floor Level	N/A	
Façade Transparency		
Percent of Façade Area (Ground Floor)	40% minimum	
Percent of Façade Area (Upper Floors)	40% minimum	
Access and Parking		
Off-Street parking with approved surfacing is required	2 spaces per Principal Building and parking shall be accessed from the rear using alleys. If no alley exists, parking access shall be approved by the City Engineer	
Notes		
Greenfield is defined as an undeveloped parcel not affected by previous activities	Developments desiring variances from the above may be allowed via the platting or planned unit development process.	
Primary entry shall be located along the RBL where shown in the Regulating Plan, if shown	Principal Buildings require a covered stoop or porch that is at a minimum 6' x 6' for each entry that can extend beyond the RBL provided it does not encroach on the Public Right-of-Way	
Balconies and bay windows may encroach up to 2' beyond the RBL	Roofs shall be low sloped, behind parapets, or pitched	
A new or enlarged structure shall be set in line with the average of any adjacent structures.		

SINGLE-FAMILY DETACHED ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Lots less than twice the minimum required lot area – 1,000 square feet Lots more than twice the minimum required lot area – 1,200 square feet	
Height	2 stories = 25' maximum but not more than the height of Principal Building	D

Accessory Dwelling Unit

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	650 square foot maximum Or 40% GFA of Principal Building (whichever is greater)	
Height	1 story = 15' maximum height or 2 stories = 25' maximum if above a garage Or equal to height of Principal Building (whichever is less)	E

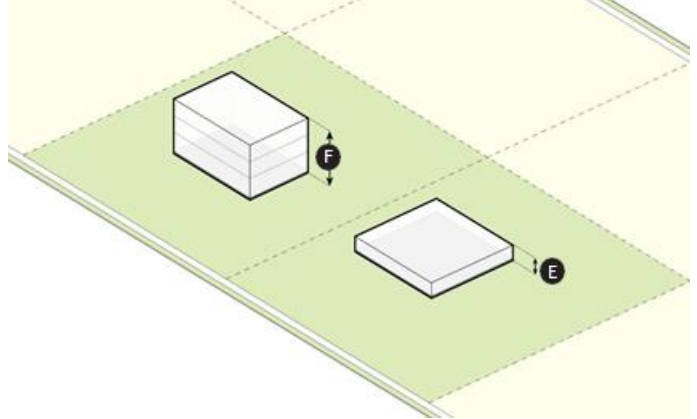
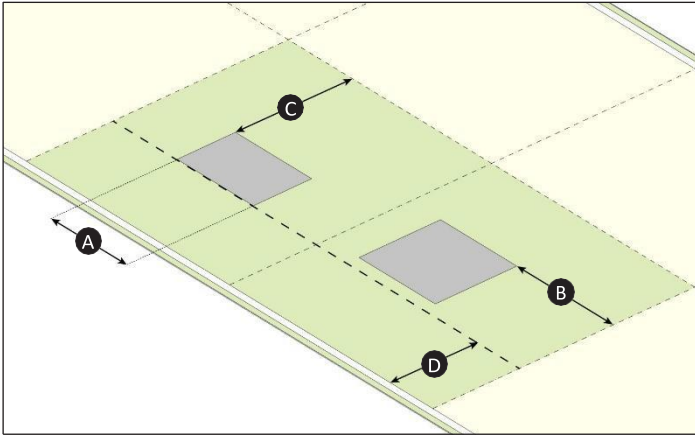
Access and Parking

Access shall be taken off an alley, if no alley exists, access must share the same curb cut as the Principal Building or be approved by the City Engineer	1 off-street space per Accessory Dwelling Unit with approved surfacing
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Notes

Non-enclosed staircases cannot face street	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	Accessory Dwelling Units are allowed only by Conditional Use Permits
Combined lot coverage of all accessory buildings shall not exceed 15%	Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.

COUNTRY HOME BUILDING STANDARD



Use

Ground Floor	Residential	
Upper Floor(s)	Residential	

Placement

Front Required Build-to-Line (BTL)	25' minimum for local roads 50' minimum at Development Corridors 100' minimum at federal and state highways	A
Side Setback	10' minimum	B
Rear Setback	40' minimum	C

Coverage

Primary Street Façade Build to RBL	0% minimum	D
Lot Coverage	20% maximum	
Lot Size	1 acre minimum (30' minimum road frontage width)	

Height

Minimum Number of Floors	No minimum	E
Maximum Number of Floors	3 stories or 35' maximum	F
Finished Ground Floor Level	N/A	

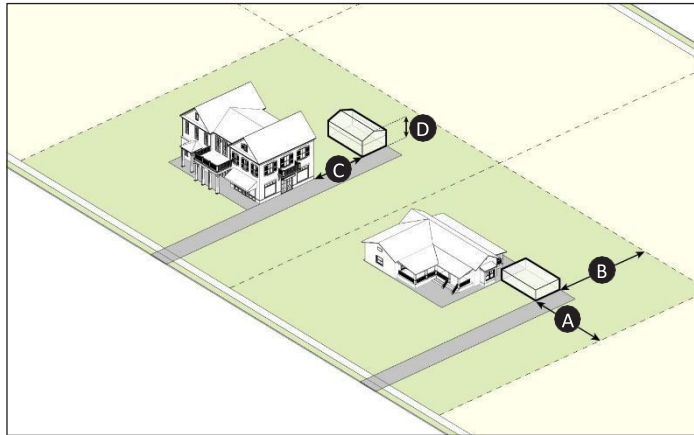
Parking

2 spaces per Principal Building	
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Notes

Principal Buildings require a covered stoop or porch that is at a minimum 6' x 6' for each entry that can extend beyond the RBL provided it does not encroach on the Public Right-of-Way	
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COUNTRY HOME ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Must be subordinate to the Principal Structure	
Height	2 stories = 25' maximum	D

Accessory Dwelling Unit

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	5' minimum	A
Rear Setback	5' minimum, See notes	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	650 square foot maximum Or 60% GFA of Principal Building (whichever is less)	
Height	1 story = 15' maximum height or 2 stories = 25' maximum if above a garage	E

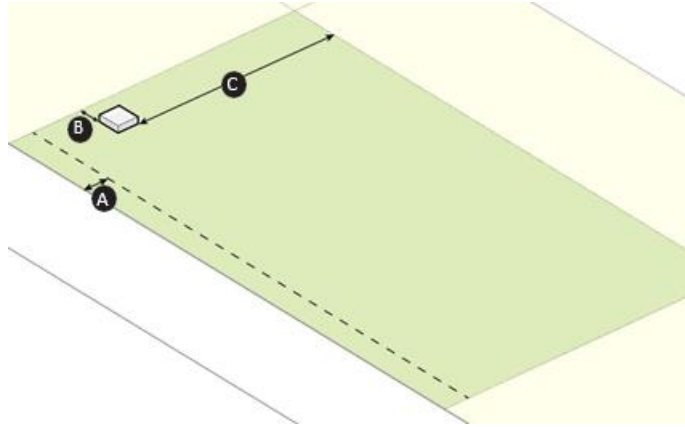
Parking

1 space per Accessory Dwelling Unit	
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Notes

Accessory Dwelling Units are allowed only by Conditional Use Permits	All accessory buildings or structures shall be anchored in accordance with City of Emporia Building Codes
All other requirements not specified must match that of Parcel Type	Detached accessory buildings or structures must be located behind the front building line and may be located no closer than 5 feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than ten (10) feet from the property line adjacent to the alley.

NON-EXEMPT BUILDING STANDARD



Use

Ground Floor	Residential	
Upper Floor(s)	Residential	

Placement

Front Required Build-to-Line (BTL)	25' minimum for rural roads 50' at Development Corridors 100' at Federal and State Highways	A
Side Setback	25' minimum	B
Rear Setback	25' Minimum	C

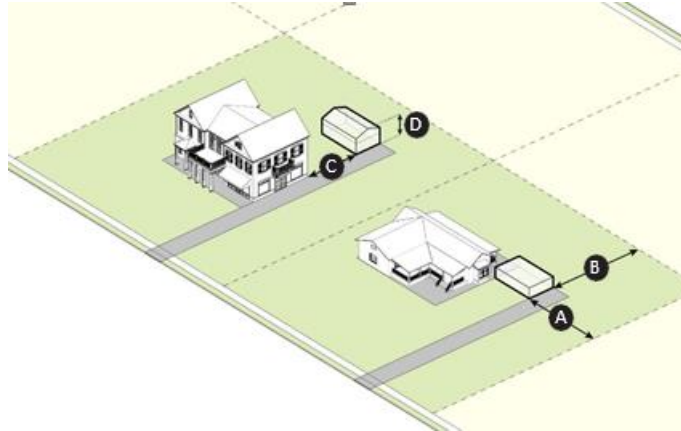
Coverage

Primary Street Façade Build to RBL	No minimum	
Lot Coverage	No maximum	
Lot Size	5 acre minimum	

Notes

These standards only apply to non-exempt residential structures on Agricultural parcels	
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NON-EXEMPT ACCESSORY BUILDING STANDARD



Accessory Structure

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	Must match Parcel Type	A
Rear Setback	Must match Parcel Type	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	No minimum / maximum	
Height	No minimum / maximum	D

Accessory Dwelling Unit

Placement	Must be in the side or rear yard only, set back at least 5' from the street face of the Principal Building	
Side Setback	Must match Parcel Type	A
Rear Setback	Must match Parcel Type	B
Distance between Principal and Accessory buildings (if detached)	5' minimum	C
Building Size	Must be subordinate to the Principal Structure	
Height	Must be subordinate to the Principal Structure	D

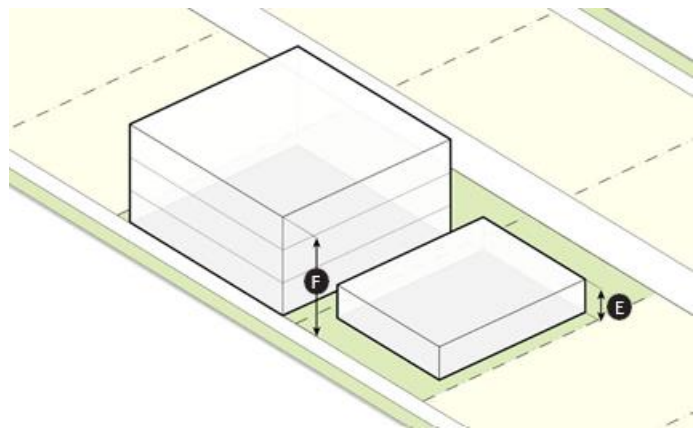
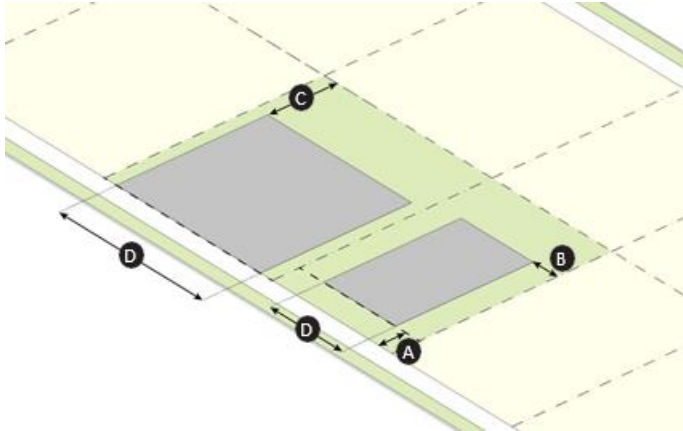
Parking

1 space per Accessory Dwelling Unit	
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Notes

Accessory Dwelling Units are allowed only by Conditional Use Permits	These standards do not apply to structures used for Agricultural purposes
All other requirements not specified must match that of Parcel Type	

INDUSTRIAL FLEX BUILDING STANDARD



Use

Ground Floor	Commercial / Retail / Services / Office / Trade / Light Industrial	
Upper Floor(s)	Commercial / Retail / Services / Office / Trade / Light Industrial	

Placement

Front Required Build-to-Line (BTL)	25' minimum	A
Side Setback	5' minimum	B
Rear Setback	20' minimum	C

Coverage

Primary Street Façade Build to RBL	70% minimum	D
Lot Coverage	60% maximum	
Lot Size	No minimum	

Height

Minimum Number of Floors	1 story	E
Maximum Number of Floors	3 stories = 45'	F
Finished Ground Floor Level	0" minimum above sidewalk	
Ground Floor Ceiling Height	10' minimum	G

Lighting

Exterior Building Lighting Placement	At all primary entries	
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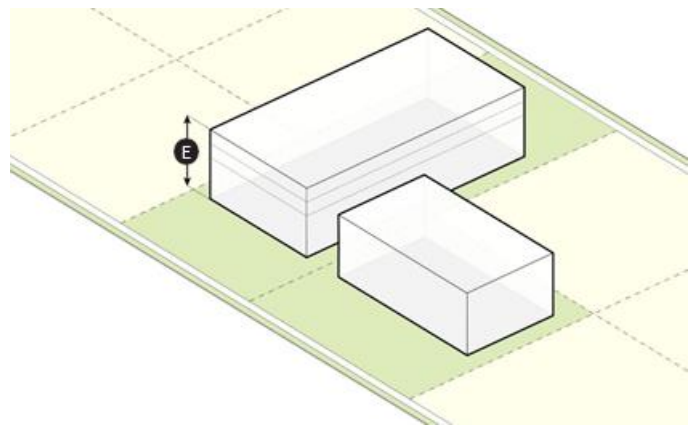
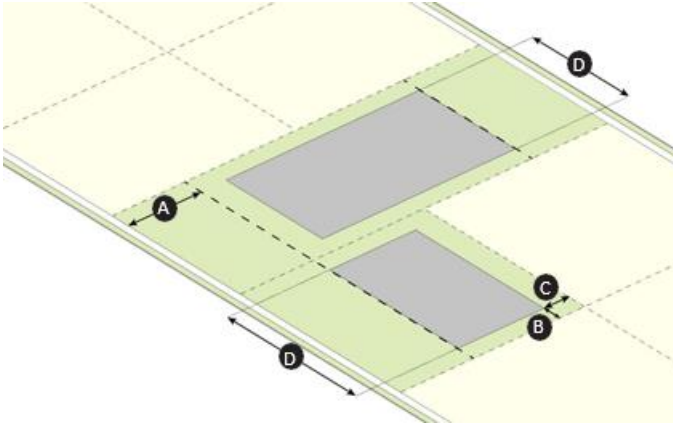
Parking

Refer to Component Parcel Type	Required parking shall occur in the Parking Envelope shown on the Regulating Plan, if not shown, parking shall be in the rear
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design

Notes

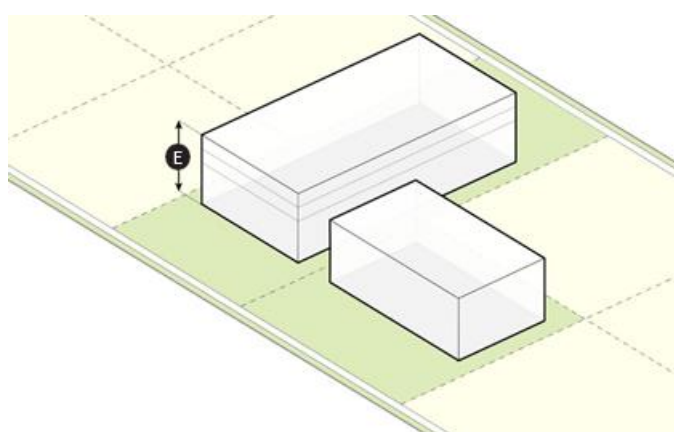
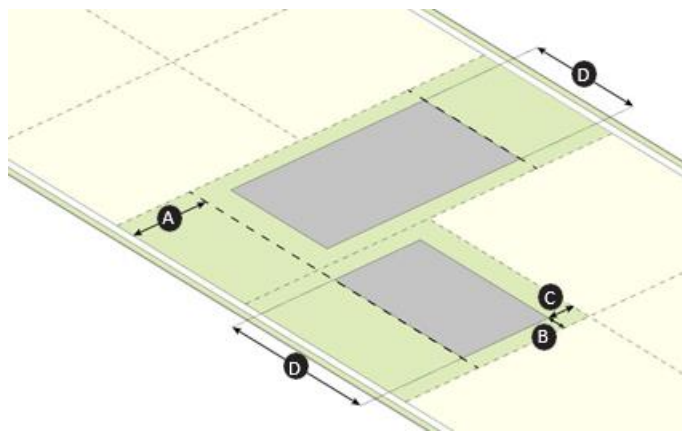
Primary entries must occur where designated on the Regulating Plan along the RBL and where designated along the Required Entry Zone (REZ) if shown	Blank lengths of wall (without doors or windows) exceeding 50' are prohibited on the RBLs
Façade Transparency, Shading Elements, and Screening shall refer to component Parcel Type	Not all Light Industrial Uses are allowed on IF parcels. Allowed use must refer to Parcel Type Permitted Uses matrix (2.6)

LIGHT INDUSTRIAL BUILDING STANDARD



Use		
Ground Floor	Light Industrial	
Upper Floor(s)	Light Industrial	
Placement		
Front Required Build-to-Line (BTL)	60' minimum	A
Side Setback	15' minimum	B
Rear Setback	20' minimum 30' minimum when adjoining a residential Parcel Type	C
Coverage		
Primary Street Façade Build to RBL	No minimum	D
Lot Coverage	100% maximum	
Lot Size	No minimum	
Height		
Maximum Height	45' maximum (when within 150' of a residential Parcel Type) 150' maximum (when more than 150' from a residential Parcel Type)	E
Lighting		
Exterior Building Lighting Placement	At all primary entries	
Parking		
Refer to Section 7.13 for Required Parking Spaces	Required parking shall occur in the Parking Envelope shown on the Regulating Plan, if not shown, parking shall be in the rear	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	
Notes		
Appropriate Screening (Section 5.7) shall be required for lots adjacent to Parcel Types that allow residential uses.		

HEAVY INDUSTRIAL BUILDING STANDARD



Use

Ground Floor	Light / Heavy Industrial	
Upper Floor(s)	Light / Heavy Industrial	

Placement

Front Required Build-to-Line (BTL)	60' minimum	A
Side Setback	15' minimum	B
Rear Setback	20' minimum 30' minimum when adjoining a residential Parcel Type	C

Coverage

Primary Street Façade Build to RBL	No minimum	D
Lot Coverage	100% maximum	
Lot Size	No minimum	

Height

Maximum Height	45' maximum (when within 150' of a residential Parcel Type) 150' maximum (when more than 150' from a residential Parcel Type)	E
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Lighting

Exterior Building Lighting Placement	At all primary entries	
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Parking

Refer to Section 7.13 for Required Parking Spaces	Required parking shall occur in the Parking Envelope shown on the Regulating Plan, if not shown, parking shall be in the rear	
All parking areas shall have approved surfacing (Section 7.14) and be ADA compliant	Refer to Section 5.10 for parking area design	

Notes

Appropriate Screening (Section 5.7) shall be required for lots adjacent to Parcel Types that allow residential uses.	
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Emporia
Kansas

SECTION 4

STREET DESIGN STANDARDS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 4 STREET STANDARDS

- 4.1 Purpose
- 4.2 Applicability
- 4.3 General

4.1 Purpose

- 4.1.1 The purpose of this section is to establish standards for street components and assemblies. These standards are intended to provide a guideline to establish and reinforce a continuum for infrastructure that enhances the overall mobility and accessibility, while supporting the place-making efforts in context within the area and creating walkable environments that are consistent with community objectives.

4.2 Applicability

- 4.2.1 Design and construction of new streets within the planning area are required to comply with the Street Standards as set forth in Section 6.7.3.
- 4.2.2 New developments on existing streets within the planning area shall comply with the Street Standards as set forth in Section 6.7.3.
- 4.2.3 The Street Standards set forth in this section are illustrative and may be applied to transform existing streets, or to create new walkable streets where appropriate. All street design shall be approved by the City Engineer.
- 4.2.4 In the case of conflict between the Street Standards set forth in this section, Section 6.7.3 and any other local land development regulation, those standards in Section 6.7.3 shall apply.

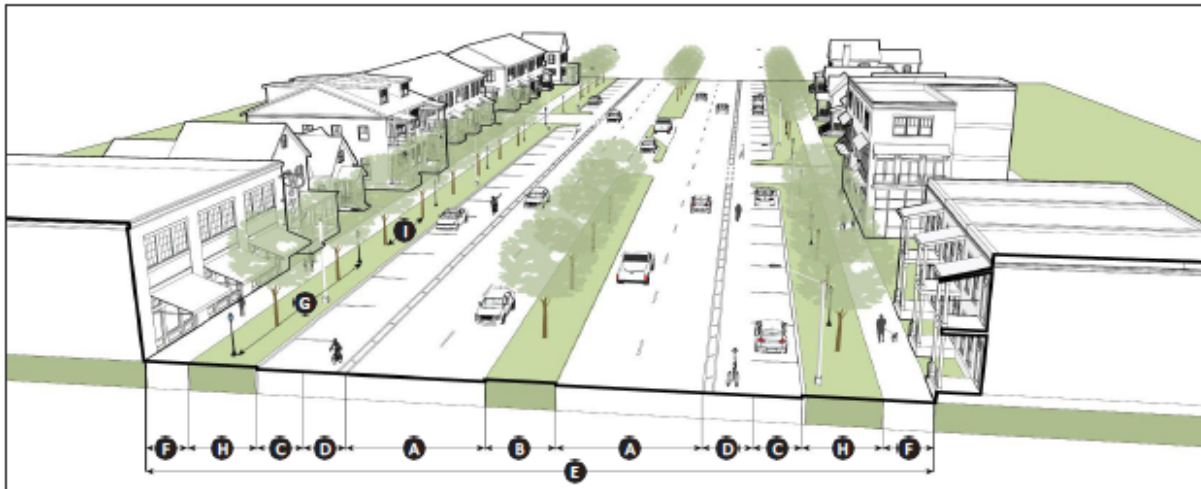
4.3 General

- 4.3.1 Streets are intended for use by vehicular and pedestrian traffic and to provide access to parcels and open spaces.
- 4.3.2 Streets consist of pedestrian and vehicular traffic lanes and public frontages.
- 4.3.3 Streets shall be designed in context with the form through which they pass.
- 4.3.4 Pedestrian comfort shall be a primary consideration of the street design for all City of Emporia Parcel Types. Design conflict between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.
- 4.3.5 All streets shall terminate at other streets, forming a network. Internal streets shall connect wherever possible to those on adjacent sites. Any alternatives to this would be subject to approval during the platting process as defined in Section 6.10.
- 4.3.6 Each parcel shall abut a vehicular street.

4.3.7 Roadway Classification

- a. Interstate. An access-controlled road whose primary purpose is to provide service for long- distance trips and mobility between major urban areas.
- b. Arterial. A road whose primary purpose is to provide service for moderate to long-length trips and mobility between major activity centers, and link users between collectors to roadways of higher classification.
- c. Collector. A road whose primary purpose is to provide service for local trips and link users from local roads to roadways of higher classification.
- d. Corridor. A road whose primary purpose is to provide service for commercial and retail areas where on-street parking is not needed.
- e. Local. A road whose primary purpose is to provide access between adjacent properties to roads of higher functional classification.

ARTERIAL STREET STANDARDS

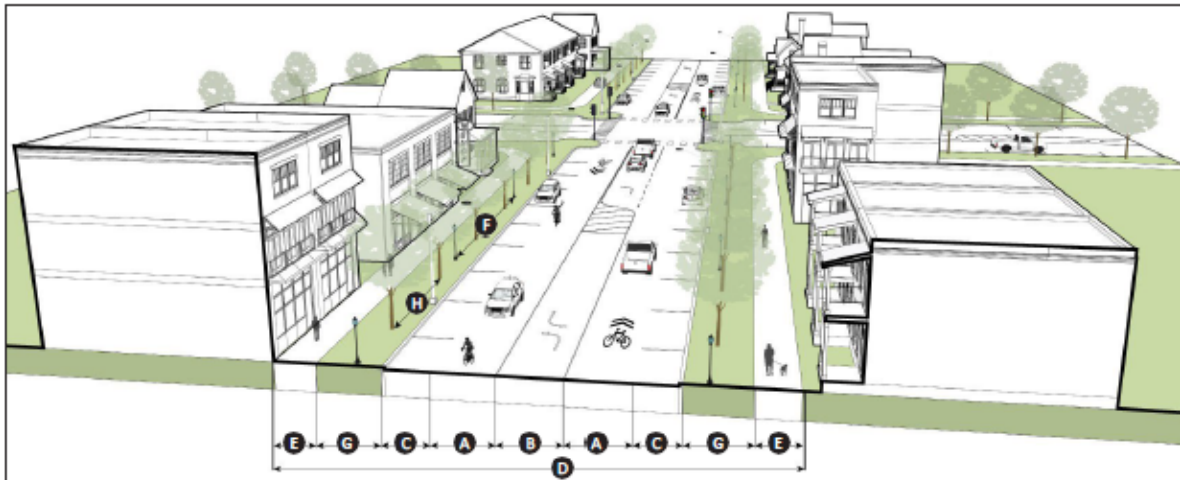


Two Lane Street		
Travel Lane Width	2 @ 10.5'	A
Parking Lane Width	8'	C
Bicycle Lane Width	2 @ 5'	D
Right-of-Way	71' minimum	E
Three Lane Street		
Travel Lane Width	2 @ 12'	A
Turn Lane/ Vegetated Median Width	12'	B
Parking Lane Width	8'	C
Bicycle Lane Width	2 @ 5'	D
Right-of-Way	86' minimum	E
Five Lane Street		
Travel Lane Width	4 @ 12'	A
Turn Lane/ Vegetated Median Width	12'	B
Parking Lane Width	8'	C
Bicycle Lane Width	2 @ 5'	D
Right-of-Way	110' minimum	E
Sidewalk		
Width	7' minimum (4' unobstructed walkway)	F
Placement	Both sides of street and must be linked to all primary entries	

Amenities		
Public Amenities	1.5' minimum setback from curb	
Lighting		
Pedestrian Street Light Placement	Continuous lighting required, 60' on center and on all street corners	G
Planting Strip		
Width	5' minimum	H
Coverage	30% minimum	
Trees	6' x 6' tree wells 30' on center, 20' from stop signs, 10' from fire hydrants	I

Notes	
• Applicability: Principal and Minor Arterial roads • All streets shall be paved and have a minimum gradient of 1% to ensure positive drainage • All parking shall be parallel, on both sides of the street • All landscaping and amenity elements shall not obstruct Sight Triangle • All sidewalks and curbs shall be ADA compliant and linked to at least 2 other sidewalks • All street corners shall have vegetated Bulb-Outs with unobstructed connection to runoff and drainage to stormwater system • All utilities shall be located underground for all new developments within City Limits	

COLLECTOR STREET STANDARDS



Two Lane Street

Travel Lane Width	2 @ 10.5'	A
Parking Lane Width	8'	C
Bicycle Lane	Sharrows	
Right-of-Way	61' minimum	D

Three Lane Street

Travel Lane Width	2 @ 12'	A
Turn Lane/ Vegetated Median Width	12'	B
Parking Lane Width	8'	C
Bicycle Lane	Sharrows	
Right-of-Way	76' minimum	D

Sidewalk

Width	6' minimum (4' unobstructed walkway)	E
Placement	Both sides of street and must be linked to all primary entries	

Amenities

Public Amenities	1.5' minimum setback from curb
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Lighting

Pedestrian Street Light Placement	Continuous lighting required, 60' on center and on all street corners	F
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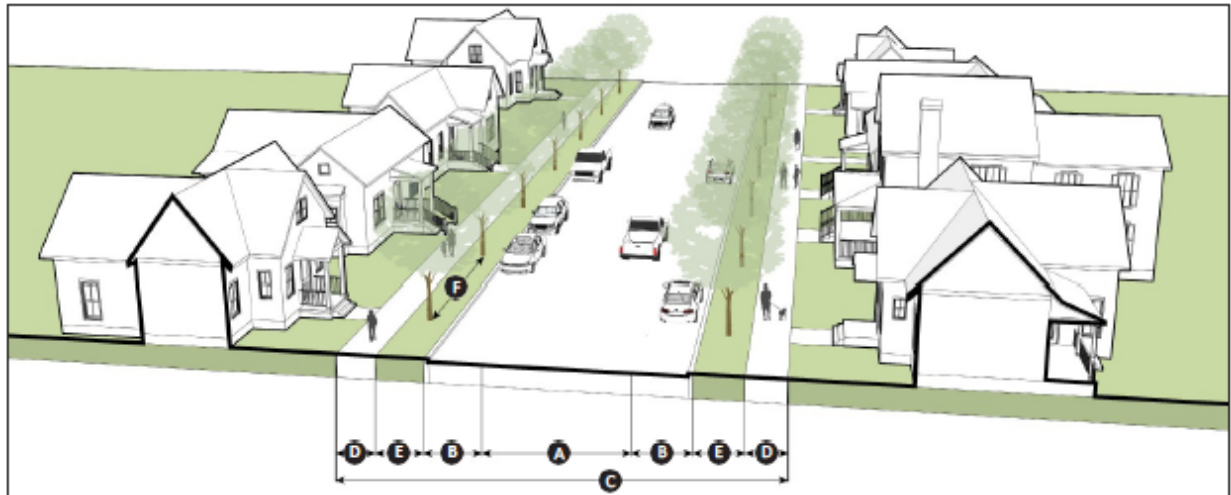
Planting Strip

Width	6' minimum	G
Coverage	30% minimum	
Trees	6' x 6' tree wells 30' on center, 20' from stop signs, 10' from fire hydrants	H

Notes

- Applicability: Major and Minor Collector roads
- All streets shall be paved and have a minimum gradient of 1% to ensure positive drainage
- All parking shall be parallel, on both sides of the street
- All landscaping and amenity elements shall not obstruct Sight Triangle
- All sidewalks and curbs shall be ADA compliant and linked to at least 2 other sidewalks
- All street corners shall have vegetated Bulb-Outs with unobstructed connection to runoff and drainage to stormwater system
- All utilities shall be located underground for all new developments within City Limits

LOCAL RESIDENTIAL STREET STANDARDS



Two Lane Street		
Travel Lane Width	2 @ 10.5'	A
Parking Lane Width	8'	B
Right-of-Way	73' minimum	C
Sidewalk		
Width	6' minimum (4' unobstructed walkway)	D
Placement	At least one side of street	

Lighting		
Traffic Street Light Placement	1 per intersection and all parking lots, 2' setback from curb	
Planting Strip		
Width	12' minimum	E
Coverage	Continuous swale	
Trees	30' on center, 20' from stop signs, 10' from fire hydrants	F

Notes	
• Applicability: All residential areas and proposed residential areas • All streets shall be paved and have a minimum gradient of 1% to ensure positive drainage • All parking shall be parallel, on both sides of the street • All landscaping elements shall not obstruct Sight Triangle • All sidewalks and curbs shall be ADA compliant and linked to at least 2 other sidewalks • Downtown and ESU Districts must have sidewalks on both sides of street • All street corners shall have vegetated Bulb-Outs with unobstructed connection to runoff and drainage to stormwater system • All utilities shall be located underground for all new developments within City Limits	

LOCAL FLEX STREET STANDARDS

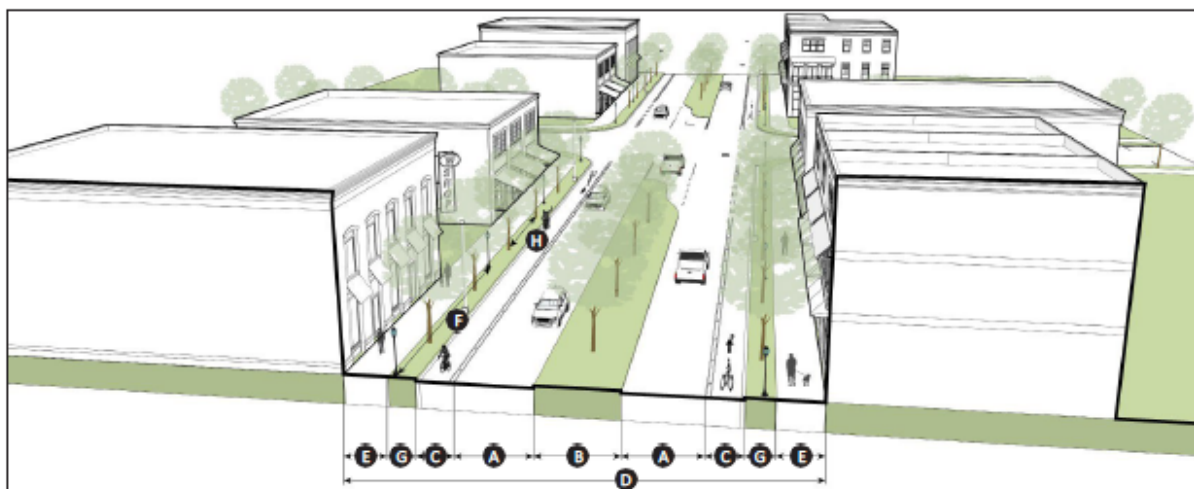


Two Lane Street		
Travel Lane Width	2 @ 10.5'	A
Parking Lane Width	8'	C
Bicycle Lane	Sharrows	
Right-of-Way	63' minimum	D
Three Lane Street		
Travel Lane Width	2 @ 12'	A
Turn Lane/Vegetated Median Width	12'	B
Parking Lane Width	8'	C
Bicycle Lane	Sharrows	
Right-of-Way	78' minimum	D
Sidewalk		
Width	5' minimum (4' unobstructed walkway)	E
Placement	Both sides of street and must be linked to all primary entries	

Amenities		
Public Amenities	1.5' minimum setback from curb	
Lighting		
Pedestrian Street Light Placement	Continuous lighting required, 60' on center and on all street corners	F
Planting Strip		
Width	8' minimum	G
Coverage	Continuous	
Trees	6' x 6' tree wells 30' on center, 20' from stop signs, 10' from fire hydrants	H

Notes	
• Applicability: All areas not covered elsewhere and that are bordered by FL or FH parcels. • All streets shall be paved and have a minimum gradient of 1% to ensure positive drainage • All parking shall be parallel, on both sides of the street • All landscaping and amenity elements shall not obstruct Sight Triangle • All sidewalks and curbs shall be ADA compliant and linked to at least 2 other sidewalks • All street corners shall have vegetated Bulb-Outs with unobstructed connection to runoff and drainage to stormwater system • All utilities shall be located underground for all new developments within City Limits	

CORRIDOR STREET STANDARDS



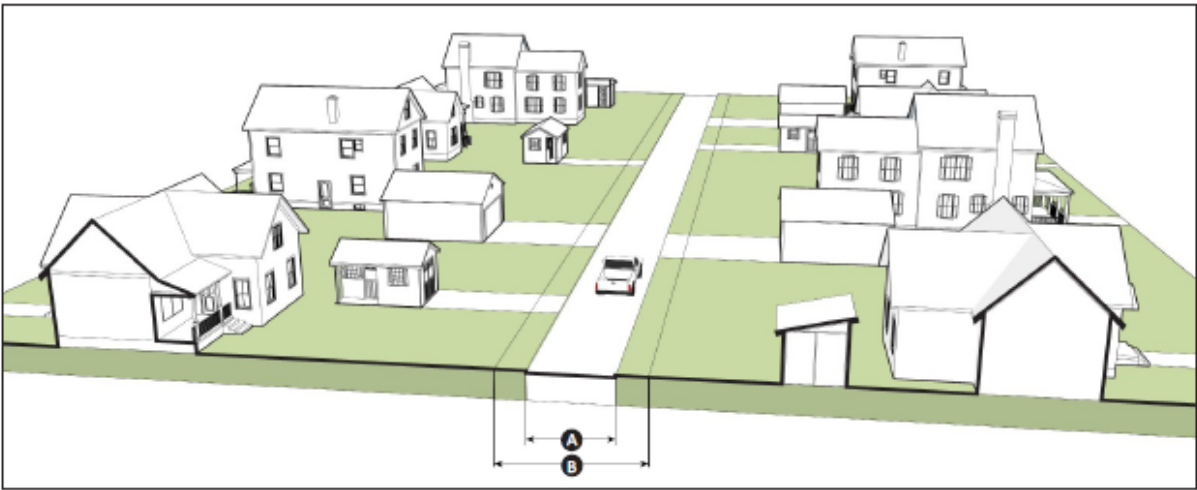
Street		
Travel Lane	2 @ 14'	A
Turn Lane/Vegetated Median	15'	B
Bicycle Lane	2 @ 6'	C
Right-of-Way	77' minimum	D
Sidewalk		
Width	6' minimum (4' unobstructed walkway)	E
Placement	Both sides of street and must be linked to all primary entries	

Amenities		
Public Amenities	1.5' minimum setback from curb	
Lighting		
Pedestrian Street Light Placement	Continuous lighting required, 60' on center and on all street corners	F
Planting Strip		
Width	5' minimum	G
Coverage	30% minimum	
Trees	6' x 6' tree wells 30' on center, 20' from stop signs, 10' from fire hydrants	H

Notes

- Applicability: Commercial and retail corridors where on-street parking is not needed
- All streets shall be paved and have a minimum gradient of 1% to ensure positive drainage
- All landscaping and amenity elements shall not obstruct Sight Triangle
- All sidewalks and curbs shall be ADA compliant and linked to at least 2 other sidewalks
- All street corners shall have vegetated Bulb-Outs with unobstructed connection to runoff and drainage to stormwater system
- All utilities shall be located underground for all new developments within City Limits

ALLEY STREET STANDARDS



Street		
Travel Lane	20'	A
Right-of-Way	25' minimum	B

Notes

- All streets shall have a minimum gradient of 1% to ensure positive drainage



Emporia
Kansas

SECTION 5

LANDSCAPE STANDARDS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 5 LANDSCAPE STANDARDS

5.1 Purpose

5.1.1 This section sets forth the regulatory landscape standards. Landscape Standards describe the primary landscape elements in support of the public realm to add visual interest, and scale to each parcel type and provide specific functions, such as environmental protection, screening, agricultural land preservation, open space conservation, and water quality control. These Landscape Standards enhance, protect, and promote the aesthetic, ecological, and economic environment by achieving the following goals:

- a. Promote the reestablishment of vegetation in urban areas for aesthetic, health, and urban wildlife improvements;
- b. Reduce stormwater runoff pollution, temperature, and rate and volume of flow;
- c. Establish and enhance a visual character which recognizes aesthetics and safety issues;
- d. Promote compatibility between Parcel Types by reducing the visual, noise, and lighting impacts of specific development on users of the site and abutting uses;
- e. Unify development, and enhance and define public and private spaces;
- f. Promote the retention and use of existing non-invasive vegetation;
- g. Aid in energy conservation by providing shade from the sun and shelter from the wind;
- h. Restore natural communities and provide habitat through removal of nuisance plants and reestablishment of native plants;
- i. Mitigate for loss of natural resources;
- j. Identify allowable street tree types and placements for each street type where applicable; and
- k. Applying appropriate ground covers and other primary landscape elements (e.g. fencing, landscape materials).

5.2 Applicability

- 5.2.1
- a. All parcel types within City Limits shall comply with the requirements of this Section.
 - b. Only the area in front of the maximum Required Built-to Line for residential Parcel Types: MF, SF-A, SF-D, and CH shall comply with the requirements of this Section.
 - c. Vegetated areas identified in applicable Street Standards and parking lots, including medians, planting strips, and Bulb-Outs shall comply with the requirements of this Section.

5.2.2 New construction

- a. Upon construction of any new principal or accessory buildings, the parcel must conform to the landscape requirements set forth in these Landscape Standards, in conjunction with other regulations set forth in Building Standards and Street Standards for the applicable parcel type.
- b. If there is a conflict between the Landscape Standards and any standards established in the Zoning Regulations, the most restrictive standard applies.

5.2.3 Additions

- a. When an existing building is increased in gross floor area or the site area is improved by up to twenty-five (25) percent cumulatively, as determined by the Zoning Administrator, the landscape requirements of these Landscape Standards apply to the additional increased and improved area only.
- b. When an existing building is increased in gross floor area or the site area is improved by more than twenty-five (25) percent cumulatively, as determined by the Zoning Administrator, the entire site must conform to the Landscape Standards of this section, except as provided in 5.2.1.b.

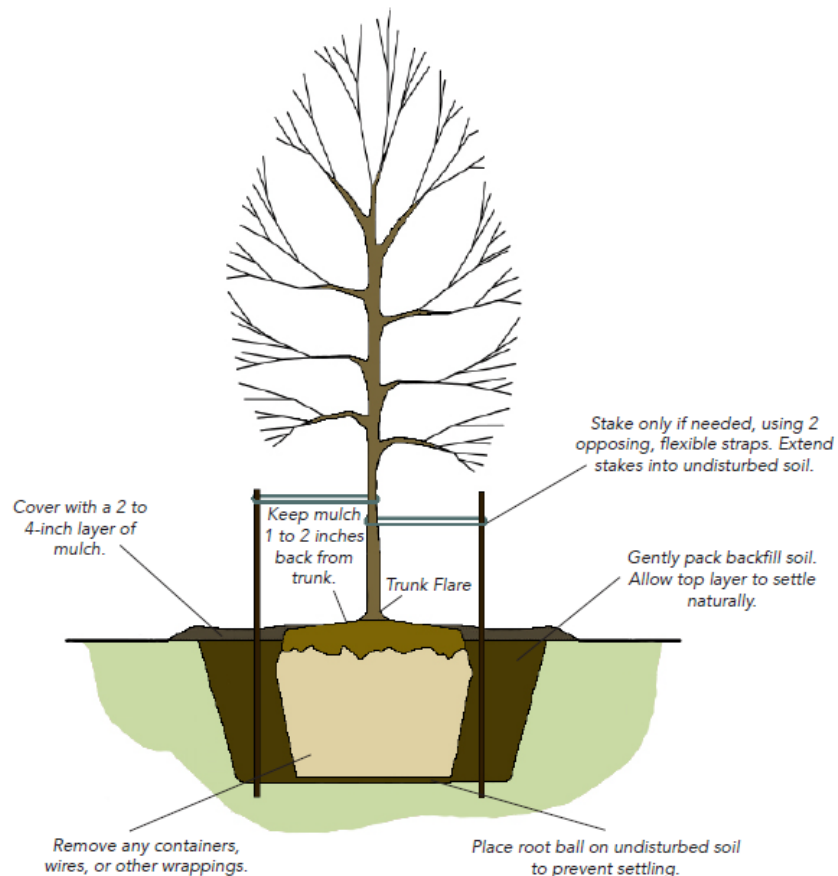
5.2.4 Exemption for Damaged Land

- a. These landscape standards do not apply to the restoration of land damaged not more than fifty (50) percent of its assessed valuation, as determined by the Zoning Administrator, by fire, explosion, act of God, or the public enemy, or prevent the continuance of the use of such land or part thereof as such use existed at the time of such damage.

5.3 General

- a. The required landscaping shall consist only of plants on the Recommended Species lists (5.11.2) unless otherwise approved by the Zoning Administrator.
- b. Whenever such landscaping is required, a landscape plan for the area shall accompany the application for a building permit. Such plan shall be reviewed by the Zoning Administrator for compliance with these regulations prior to the issuance of building permits.
- c. Permits must be acquired from the City of Emporia Engineer's Office to ensure the spacing and placement of all installed trees within the public Right-of-Way shall be adequate and appropriate for the typical size, shape, and habit of the plant species at maturity; prior to ground-disturbance, utilities shall be marked to mitigate infrastructure conflicts and support the maximum growth and lifespan potential of the tree.
- d. Ground vegetation and shrub plantings within the Sight Triangle must not exceed two and one-half (2½) feet tall.

- e. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists or vehicles are prohibited within five (5) feet of the public right of way.
- f. Trees and shrubs proposed to be installed along the pedestrian realm shall conform with the Street Standard of the corresponding Parcel Type.
- g. The existing landscape should be preserved, minimizing tree and vegetation removal. Only pre-existing noxious or invasive plant species identified on the cited Invasive Species list (5.11.3) shall be removed.
- h. The spacing and placement of all installed plants shall be adequate and appropriate for the typical size, shape, and habit of the plant species at maturity.
- i. Newly planted street trees shall be planted according to the Street Tree Planting Diagram (Figure 5.3.1.I).



(Figure 5.3.1.I)

- j. Bare and exposed ground on the site shall be covered with mulch (weed-free natural plant material) to minimize unwanted vegetation growth and protect plantings (with the exception of landscape features typically lacking in vegetation).
- k. Where planting space is limited, structural soil or soil cell systems shall be utilized in and adjacent to planting wells and strips.
- l. Constructed water features shall be designed to prevent seepage and leaks.

5.4 Restrictions

- 5.4.1 Approval from the Zoning Administrator is required for landscaped screening or buffers required elsewhere in the Zoning Regulations.
- 5.4.2 Landscaping trees shall not be planted in utility easements, in a Right-of-Way, or under power lines without approval of the Zoning Administrator.
- 5.4.3 Prior to the issuance of a Certificate of Occupancy, the Zoning Administrator may require written assurance that all required landscaping has been installed. A Certificate of Occupancy may also be issued upon the filing of a bond for one hundred twenty-five (125) percent of the estimated cost of installing any remaining landscaping with the office of the Zoning Administrator.

5.5 (Reserved)

5.6 Tree Selection and Minimum Planting Sizes

- 5.6.1 Trees acquired for planting in the City Right-of-Way shall be nursery-grown in a USDA hardiness zone suitable for the region.
- 5.6.2 Drought tolerant plants that more adaptable to dry conditions and periods of drought are encouraged. Plants that are drought tolerant are identified in the cited Recommended Species list (5.11.2).
- 5.6.3 Deciduous trees shall be at least the minimum caliper (the diameter of a tree's trunk size at the time of planting) shown in Table 5.6.3.a. Tree caliper shall be measured at six (6) inches above the tree's natural ground line for trees less than or equal to four (4) inches caliper, or at twelve (12) inches for trees greater than four (4) inches caliper. Conifer trees shall be a minimum of five (5) feet in height at time of planting.

Parcel Type	Street Tree Minimum Caliper Size (in)
CH - Country Home	1.5
SF-D - Single-Family Detached	
SF-A - Single-Family Attached	
MF - Multi-Family	2
All Others	2.5

5.6.4 Trees acquired for planting in the Right-of-Way shall exhibit the following characteristics:

- a. Healthy and vigorous, with trunk and limbs free from insects, disease, defects, injuries, and decay.
- b. Single trunk that is straight, with a well-developed leader and good trunk taper.
- c. Well-distributed branches that are considerably smaller diameter than the trunk, with wide- angled branch attachments or branch attachments that are appropriate for the tree form.
- d. A fibrous root system with both large anchor roots and smaller fibrous roots that are not broken, torn, decayed, or damaged. Roots shall be well-developed enough to hold the potting substrate together. At sale, trees should have been growing in their current bag or container for approximately one year.

5.6.5 Balled and burlapped trees shall have a firm root ball. The root ball shall not be loose, broken, or desiccated. The trunk shall be solidly attached to the root ball. The root ball shall be large enough to support the tree caliper size. Minimum root ball diameters for selected sizes of shade trees shall comply with Table 5.6.5.a below.

Caliper (in)	Minimum Root Ball Diameter (in)
1	16
2	24
3	32
4	42

(Table 5.6.5.a)

5.7 Screening Requirements

5.7.1 Perimeter screening

- a. Applicability. Perimeter screening is required for Industrial-Flex, Light Industrial, Heavy Industrial, and Commercial Parcel Types which are adjacent to Parcel Types that allow for residential uses.
- b. Type of screening required. Screening, if required, shall consist of a wall, fence or planting of approved trees and shrubs six (6) to eight (8) feet in height having a visual density of at least ninety (90) percent measured during peak foliage season. Screens adjacent to the front yard of a Parcel Type with residential use shall not exceed four (4) feet in height.

- c. Location of screen. All required screening shall be located within three (3) feet of the property line adjacent to the Parcel Type with residential use.
 - d. Plantings. Refer to the Recommended Species list (5.11.2) for a list of plantings for screening. Trees and shrubs shall be planted at a height of at least three (3) feet and shall reach the required height and effective screening within eighteen (18) months.
- 5.7.2 Maintenance of screens. All required screens shall be permanently maintained in good and effective condition, and whenever necessary, repaired or replaced.
- a. Trash Storage and Recycling Containers shall be integrated with building design and screened or concealed from view from public streets in all parcel types.
 - b. Maintenance. Any missing screening must be replaced with landscape and screening that conforms to this section within ninety (90) days of receipt of notice of the Zoning Administrator. Any changes to required landscape elements require the submittal of a new site plan and City approval prior to construction.
- 5.7.3 Installation prior to occupancy. Whenever screening is required, it shall be installed before occupancy of the applicable uses is allowed. Where plantings are being used to accomplish the required screening and the season is unsuitable for planting, the owner shall submit a written verification, satisfactory to the Zoning Administrator, of when the required screening shall be planted.

5.8 Walls and Fence

- 5.8.1 Applicability. Unless specifically provided otherwise in these Regulations or other City laws the following apply to the new construction, reconstruction and extension of walls and fences.
- 5.8.2 Permitting. A fence permit is not required for fences. Fences shall meet the requirements of 5.8.4 and 5.8.5.
- 5.8.3 Retaining walls. Retaining walls may be erected at locations and heights of fences, providing the maximum height of such retaining wall shall be measured from the low side of the wall. Walls must be constructed of decorative blocks, brick, stone, cast-stone, split-faced block, stucco over standard concrete masonry blocks or glass block, or similar materials.
- 5.8.4 Prohibited fences.
- a. No barbed wire or other sharp fence and no electrically charged fence of any type shall be erected or maintained within City Limits, except where a property borders an Agriculture parcel type or use. Provided, the Zoning Administrator may, when he or she deems necessary for security around commercial, industrial or public properties, authorize the placing of barbed wire on top of a fence no less than six feet in height. The Zoning Administrator shall determine the direction that such barbed wire must be installed.
 - b. Fencing and walls are prohibited within a drainage or utility easement.

- c. No private fencing or walls are allowed on public right-of-way or public property.

5.8.5 Location and height

- a. Front yard. Fences may be erected adjacent to or within a required front yard providing such fence shall be no more than forty-eight (48) inches in height following the natural contour of the ground, except no fence over thirty-six (36) inches in height shall be erected within a sight triangle. The finished face of all walls and fences must be located toward the abutting property.
- b. Side yard or rear yard. Fences may be erected adjacent to or within a side or rear yard provided such fence shall be no more than six and one-half (6 ½) feet in height following the natural grade of the ground (see appendix example).
- c. Buildable areas. Fences located in any area of the lot on which a principal building may be built may be built to a height of eight (8) feet.
- d. Exception to heights. The Zoning Administrator may authorize a higher fence when such fence will promote the safety, health, or general welfare of the public.
- e. Adverse affect. No person shall erect or maintain any fence which the Zoning Administrator determines will materially damage the adjacent property by obstructing the view, shutting out the sunlight or hindering ventilation or which fence adversely affects public health, safety and welfare.
- f. Removal. Any fence or wall maintained in violation of these regulations shall be removed within thirty (30) days after receipt of notice of the Zoning Administrator.

5.9 Stormwater Management

- 5.9.1 All development and projects in the City of Emporia shall be required to demonstrate compliance with the standards of the Emporia Stormwater Ordinance No. 95-32 and Floodplain Management Ordinance No. 22-26.
- 5.9.2 The feasibility of implementing runoff volume reduction practices must be evaluated through an application to the City Engineer for approval of a stormwater management plan.
- 5.9.3 For new subdivisions, storm drainage improvements and plans for these improvements shall comply with the minimum standards of the Governing Body and shall be examined and approved by the City Engineer prior to construction.

5.10 Parking Lots

5.10.1 Applicability

- a. Landscaping is required for new off-street parking or loading areas on C, MU, MF, FH, FL, IF, LI, and HI Parcel Types that consist of more than three (3) spaces and are located along the public Right-of-Way or where the parking or loading areas are immediately adjacent to another property.

- b. Interior Islands, Median Islands and Perimeter Screening are required for all vehicle parking areas with more than ten (10) spaces.
- c. Only Perimeter Screening is required for new parking areas with three (3) to nine (9) spaces and only along the public Right-of-Way.
- d. Multiple platted lots contained on a single site plan, under one owner or development entity, and any separate parking areas connected with drive aisles are considered a single parking area.

5.10.2 Interior Islands

- a. Parking lots must be planted with trees at a minimum rate of one (1) tree for every five (5) parking spaces. Trees must be located within the parking lot. Required perimeter screening may not be substituted for parking lot trees.
- b. A landscaped Interior Island must be provided every ten (10) parking spaces and at the end of every parking row and planted with at least one (1) tree.
- c. An Interior Island abutting a single row of parking spaces must be a minimum of thirteen and one-half (13½) feet in width and two hundred (200) square feet in area. This island must include one (1) shade tree.
- d. An Interior Island abutting a double row of parking spaces must be a minimum of thirteen and one-half (13½) feet in width and four hundred (400) square feet in area. This island must include two (2) shade trees.

5.10.3 Median Islands

- a. A landscaped median island must be provided between every four (4) single rows of parking. Intervals may only be modified in order to preserve existing trees.
- b. To accommodate green infrastructure, any landscaped median island must be a minimum of six (6) feet wide. A landscape median island with a pedestrian walkway must be a minimum of twelve (12) feet wide.

5.10.4 Perimeter Screening

- a. Perimeter Screening is required along the outer perimeter of parking areas except any perimeter that is adjacent to the building the parking supports. Breaks for pedestrian, bicycle, and vehicular access are allowed and shall be no longer than twenty (20) feet or twenty (20) percent of the frontage, whichever is less.
- b. Location of Perimeter Screening. Perimeter Screening shall be built:
 - 1. along the Required Build-to-Line (RBL) when parking occurs within the parking envelope
 - 2. along the Required Build-to-Line (RBL) or on the same plane as the facade of the building when parking occurs to the side of the building

3. within three (3) feet of the property line of the adjacent property when parking occurs between the building and an adjacent property
 - c. Type of screening required. Screening shall consist of both:
 1. medium or large sized trees planted thirty (30) feet on center in a six (6) foot wide planting strip or tree well; and
 2. a low freestanding hedge, fence or wall of between two (2) and four (4) feet in height that can strengthen the spatial definition of the public realm and provide privacy to a side yard.
 - d. Plantings. Refer to the Recommended Species lists (5.11.2) for a list of plantings appropriate for low screening.
- 5.10.5 Curbing. When provided, curbs must have openings to allow drainage to enter and percolate through landscaped areas.
- 5.10.6 Maintenance of Required Landscaping. All required landscaping shall be permanently maintained in good and effective condition, and whenever necessary, repaired or replaced.

5.11 Species Lists

- 5.11.1 Species planted must follow current applicable regional recommendations provided by K-State Research and Extension, which are available from the Zoning Administrator.
- 5.11.2 Recommended Species:
- a. Recommended Landscape Trees for Metropolitan Kansas City
 - b. Conifer Trees for Kansas
 - c. Shade and Ornamental Trees for Kansas
 - d. Deciduous Shrubs for Kansas
 - e. Evergreen Shrubs for Kansas
 - f. Drought-Tolerant Trees for South Central Kansas
 - g. KSU-ISC Rain-Garden Plant List (Rain-Garden Design and Implementation for Kansas Property Owners)
- 5.11.3 Invasive Species. Landscaping shall remove any invasive species. The Zoning Administrator shall make available the USDA and Kansas Department of Agriculture lists for regional invasive species lists.

5.12 Landscaping Criteria

- 5.12.1 The landscaping plan shall be in such detail to provide enough information to determine if the plan meets the above criteria. Such plan is to include the following information:
- a. North point and scale.

- b. Topographic information and final grading adequate to identify and properly specify planting for areas needing slope protection.
- c. The location, size and surface of materials of all structures and parking areas.
- d. The location, size and type of all above-ground and underground utilities and structures with proper notation, as to any safety hazards to avoid during installation of landscaping.
- e. The location, size, type and quantity of all proposed landscaping materials, along with common and botanical names of all plant species. The size, grading and condition shall be specified according to American Association of Nurserymen Standards.
- f. The location, size and common name of all existing plant materials to be retained on the site.
- g. Mature sizes of plant materials shall be drawn to scale and identified on the plan.
- h. Location of hose connections and other watering sources.
- j. The location of all existing trees on site, 10-inch caliper or larger, measured at 4 feet above ground level, that are proposed to for removal.
- k. Landscaping plans do not require a professional seal.

5.13 Landscaping Point System:

5.13.1 Points are accumulated based on frontage, number of parking stalls and surfaced lot. Landscape standards are applicable to all parcel types. New residential subdivisions shall meet the street standard requirements.

- a. Frontage - 20 points per 50' of frontage.
- b. Parking Stalls - 4 points per required surfaced parking stall and 1 point per additional surfaced parking stall.
- c. Area - 1 point for each 1,000 S.F. of impervious surface.

5.13.2 Point System Requirements:

Landscaping Points can be satisfied by any combination of the following:	
Landscaping:	Points:
Large Trees	15
Medium Trees	10
Small Trees	5
Shrubs and Bushes	2
Groundcover	--

5.14 General Requirements

- a. 50% of points shall be redeemed with trees. Reducing this percentage requires Zoning Administrator approval which will only be granted upon written request giving justification and explaining special circumstances. Shrubs, bushes, hedges, tall grasses and other similar plantings shall be complementary rather than the primary means of landscaping.
- b. Frontage points shall be used along streets, area points shall be used to landscape around buildings and common areas and parking stall points shall be used to landscape in and around parking lots.
- c. Frontage landscaping does not have to be at even intervals, it may be clustered or grouped within the street frontage, unless stated otherwise in these regulations.
- d. Parking lot trees shall be medium shade trees located within planting medians with an interior width of 5' and which are at least 50 square feet in area. Parking lots with 20 or more parking spaces require interior trees at the rate of one tree per 20 vehicles.
- e. Newly planted trees shall be supported by staking and provided with a minimum 3' diameter mulch ring at least 3" deep.
- f. Groundcover shall incorporate proper mulch material to minimize unwanted vegetation growth and protect plantings. Groundcover shall be aesthetically pleasing according to established landscaping procedures.

5.15 Other Requirements

- a. Zoning Administrator approval is required for landscaped screening or buffers required elsewhere in the zoning regulations to count towards landscaping points.
- b. Landscaping trees shall not be planted in utility easements, in a right-of-way or under power lines without approval of the Zoning Administrator.
- c. Landscaping for Parcel Types SF-A, SF-D, and CH
 - 1. Minimum 2-inch caliper trees shall be planted.
 - 2. A “street” tree shall be located between curb and sidewalk.
 - 3. Trees shall be maintained by homeowner.
 - 4. Front yards, side yards and backyards shall be seeded or sodded by developer.

5.16 Zoning Administrator

- a. Landscaping shall comply with sight triangle and visibility triangle requirements as well as a 3' clearance around fire hydrants, traffic signs, traffic signals or utility structures and a 6' clearance at driveways.
- b. Prior to the issuance of a Certificate of Occupancy, a person or firm familiar with plant species shall verify in writing to the office of the Zoning Administrator that all required landscaping has been installed. A Certificate of Occupancy may also be issued upon the filing of a bond for 125% of the estimated cost of installing any remaining landscaping with the office of the Zoning Administrator.

5.17 Reductions of Landscaping Points

- a. The Zoning Administrator may grant an economic hardship reduction of up to 20% of landscaping points when landscaping costs meet or exceed 3% of the construction costs. A written request for such an economic hardship reduction must be accompanied by a copy of a bona fide bid for landscaping and project cost information. An approved landscaping plan must first be on file to qualify for an economic hardship reduction.
- b. The Zoning Administrator may grant up to a 10% reduction in landscaping points where landscaping costs are less than 3%, but more than 1% of the construction costs or for other hardship upon written request giving justification and explaining special circumstances.



Emporia
Kansas

SECTION 6

SUBDIVISION REGULATIONS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 6 SUBDIVISION REGULATIONS

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- 6.10 Submission and Approval of Plats
- 6.11 Vertical Subdivision
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6.1 Purpose

6.1.1 Subdivision Regulations set out the process through which raw land is converted into buildable sites for residential, commercial, and industrial uses. The physical arrangement of these lots along with provisions for streets, alleys, utilities, schools, parks, and other community facilities will in a large part determine the quality of life in the community and, therefore, is of public interest. Such regulations establish standards that ensure that the growth of urban areas will reflect sound planning and will not be detrimental to the community. These regulations are designed, intended and adopted for the following purposes:

1. To provide for adequate light, air and privacy, to secure safety from fire, flood and other danger, and to prevent overcrowding of the land;
2. To protect and conserve the value and desirability of land and neighborhoods throughout the community;
3. To establish reasonable standards of design and procedures for subdivisions and re-subdivisions;
4. To insure proper legal descriptions, monumenting of land, and adequate and accurate platting and records of land subdivision;
5. To harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of adjoining tracts;
6. To insure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision;
7. To provide for and secure to the proper governmental agencies the actual construction of all such necessary on-site and off-site public improvements including the reservation or dedication of land for park and recreational purposes;

8. To reserve or dedicate land for open space to preserve natural areas for watercourses, drainage ways, woodland, rugged topography, wildlife habitat, and for water quality and quantity, and to protect land from soil erosion;
9. To coordinate the subdividing of land with applicable zoning regulations, various construction codes and other City regulations which also affect the development of the land; and
10. To contribute to the implementation of PlanELC Comprehensive Plan.

6.2 Jurisdiction

- 6.2.1 These subdivision regulations shall apply to all land located within the corporate limits of the City.

6.3 Applicability

The regulations set forth in this section, unless exempted by Section 6.5, shall apply to any person desiring to do any of the following:

- a. Subdivide or further subdivide any lot, tract, or parcel of land into two or more parts.
- b. Re-subdivide any lot, tract, or parcel of land that has previously been subdivided into two or more parts.
- c. Establish any street, alley, sidewalk, park, or other property intended for public use or for the use of prospective or existing owners of lots, tracts or parcels of land fronting on or adjacent to such property.

- 6.3.1 The owner(s) of any land subject to these regulations subdividing said land in a manner previously cited shall cause to be prepared a subdivision plat in accordance with the provisions of these regulations.

No building or zoning permit shall hereafter be issued for construction on any land that has not been subdivided in compliance with these regulations and all other applicable State Laws and local laws in effect at the time of the subdivision of said land.

- 6.3.2 The subdivision or re-subdivision of a tract or lot shall not be permitted where said subdivision or re- subdivision places an existing permanent structure in violation of the requirements or the minimum design standards of these regulations.
- 6.3.3 Where the requirements of these regulations impose restrictions that differ from those imposed by any other provision of these regulations or any other statute, regulation, or other provision of law; the provision which imposes the highest or most restrictive standard shall apply.

6.4 General

- 6.4.1 All subdivision plats or re-plats of land laid out in building lots, and the streets, alleys or other portions of the same intended to be dedicated for public use, or for the use of purchasers or owners of lots fronting thereon, shall be submitted to the Planning Commission for its consideration and approval. The approved plat shall be submitted to the Governing Body for

final plat approval and acceptance of dedications of streets, alleys, easements, and other public ways or sites.

6.4.2 Conformance to applicable laws and regulations. In addition to the requirements established herein, all subdivision plats shall comply with all applicable laws and regulations, including the following:

- a. Other requirements and standards within the Zoning Regulations.
- b. The Lyon County Health Department's regulations.
- c. Regulations of the Kansas State Department of Transportation if the subdivision or any lot contained therein abuts a state highway or connecting streets.
- d. The City of Emporia building and housing codes.
- e. The standards and regulations adopted by the City Engineer.
- f. Fire and life safety codes.
- g. Any other applicable state or local laws or regulations.

6.4.3 Land shall not be subdivided until proper provision has been made for drainage, water, and sewage.

- a. If the proposed subdivision is to be served with City water and City sewer or a community-type sewage treatment plant, approval of the plat shall be subject to the minimum requirements set forth in the Building Standards of the applicable Parcel Type and other applicable requirements in these Zoning Regulations.
- b. Platted reserves that serve as stormwater drainage, ponds, landscaping, berms, wetlands, and similar uses shall be maintained by the owners of the property. Should the owners of the property covered by the reserve section(s) fail to properly maintain said reserve, the City Engineer, may maintain the same without any notification to the individual lot owners. In such event, the City may at the its elections, assess the cost associated with such maintenance against any or all the lots within the subdivision and collect the same in the same fashion as a special tax assessment upon such lots.

6.4.4 Vesting of development rights. In conformance with the provisions of K.S.A 12-764, the following rules regarding the vesting of development rights shall apply:

- a. For development rights vested prior to July 1, 2009:
 - 1. For the purpose of single-family residential developments, development rights in such parcels shall vest upon recording of a plat of such land provided the division of land was legally done in conformance with the Subdivision Regulations in effect at the time of such recording. If construction is not commenced on such land within five (5) years of recording a plat with the Lyon County Register of Deeds, the development rights in such shall expire.

2. For all purposes other than single-family developments, the right to use land for a particular purpose shall vest upon the issuance of all permits required for such use by the City of Emporia and construction has begun and substantial amounts of work have been completed under a validly issued permit.
- b. For development rights vested on and after July 1, 2009:
1. For the purpose of residential developments, development rights in such land use shall vest upon recording of a plat of such land provided the division of land was legally done in conformance with the Subdivision Regulations in effect at the time of such recording. If construction is not commenced on such land within ten (10) years of recording a plat with the Lyon County Register of Deeds, the development rights in such shall expire.

For purposes of this section, residential developments may include single family housing; multiple family housing such as apartments, duplexes, townhomes and similar configurations; condominiums; and manufactured and modular homes.
 2. For all purposes other than residential developments, the right to use land for a particular purpose shall vest upon the issuance of all permits required for such use by the City of Emporia and construction has begun and substantial amounts of work have been completed. If substantial amounts of the work have not been completed within ten (10) years of the issuance of such permits, the development rights shall expire.

6.4.5 Dedication or reservation of public sites and open space.

- a. In subdividing land or re-subdividing an existing plat, due consideration should be given by the subdivider to the dedication or reservation of suitable sites for schools, parks, playgrounds, or other public recreational areas or open spaces. In its consideration of any such subdividing or re-subdividing the Planning Commission shall make recommendations as to dedications and reservations.
- b. Any area so dedicated or reserved shall conform as nearly as possible to the recommendations of the Planning Commission.
- c. All areas to be reserved for, or dedicated to, public use shall be indicated on the preliminary plat in order that it may be determined when and in what manner such areas will be dedicated to or acquired. A written statement from the Board of Education shall be submitted by the subdivider, along with the preliminary plat, indicating whether or not a school site in the proposed subdivision is desired.
- d. Land identified on adopted plats as a reserve shall be maintained in good order by the owners of the land. Upon notice to the owner that maintenance is not satisfactory to the City, and an opportunity given to cure the deficiency, the City may perform necessary maintenance, at the expense of the owner.

6.5 Exemptions

6.5.1 The following specific transactions shall be exempt from compliance with the provision of these regulations:

- a. Boundary adjustments between one or more contiguous lots, tracts, or parcels of land, which will not create any additional lots, tracts or parcels, shall not be subject to the subdivision platting, or re-platting requirements of these regulations. However, such boundary line adjustments shall comply with the requirements of these subdivision regulations.
- b. A conveyance of land, or interest therein, for use as right-of-way by railroad or other public utilities subject to state or federal regulations where no new street or easement of access is created.
- c. A conveyance made to correct a bearing or distance description in a previously recorded conveyance.
- d. Any transfer by operation of law.
- e. The subdividing of land used exclusively for cemetery purposes and accessory uses associated therewith.
- f. Any lot, parcel or tract of land located within the area governed by these regulations which has been legally subdivided, re-subdivided, platted or re-platted prior to the effective date of these regulations. For purposes of these regulations, a legally subdivided, re- subdivided, platted or re-platted lot, parcel, or tract of land shall include any certificate of survey submitted and recorded, as provided by these requirements, prior to the effective date of these regulations.
- g. The division of a lot, tract or parcel of land that existed prior to the effective date of these regulations and was not previously exempted under any previous subdivision regulations, where no more than one (1) additional lot, tract or parcel is created. Any further division of the lot, tract or parcel, including any remainder parcel or tract, shall be platted in conformance with the requirements of these regulations.
- h. The division of a platted lot used for industrial purposes only, as required by Kansas law, provided each resulting lot has frontage on a public street.

6.5.2 Lot splits. The division of a tract of land or lot into not more than two buildable lots in conformance with size requirements of the applicable Parcel Type is exempt from the platting requirements described in Sections 6.6 - 6.10, provided that it complies with Section 6.12 on Lot Splits procedures.

6.6 Administration

6.6.1 Appeals. Any decision of the City Engineer on matters contained herein may be appealed to the Board of Zoning Appeals, as provided for by Section 9.9 of these zoning regulations. Any decision of the Zoning Administrator on matters pertaining to building permits may be appealed to the Board of Zoning Appeals, as provided for by Section 9.9 of these zoning regulations.

6.6.2 Building permits.

- a. No building permit shall hereafter be issued by the Zoning Administrator for construction on any land subject to Section 6 until:
 1. Construction drawings and specifications for all required developer-installed improvements have been submitted to the Engineer, and approved.
 2. An endorsed copy of the subdivision plat has been recorded in the office of the Register of Deeds of Lyon County. No plat, re-plat, dedication, or deed shall be filed with the Register of Deeds until such plat, re-plat, dedication, or deed has been approved by the Planning Commission and the Governing Body as required by law.
 3. Required public improvements have been installed or guaranteed in accordance with the provisions of Section 6.
 4. There has been compliance with all of the provisions of Section 6, the conditions of plat approval, and all other applicable state and local laws in effect at the time of the subdivision of said land.
- b. Dwellings per lot. Unless otherwise allowed by these Zoning Regulations, no more than one building permit shall be issued for a principal structure on each unplatted lot of record, each platted lot created as part of a subdivision, or each lot or tract created by a lot split.
- c. Upon receipt of the building permit application and certification by the Zoning Administrator that the application is complete, the Zoning Administrator shall affix the date of acceptance of the application. The Zoning Administrator shall authorize the issuance of the building permit within thirty (30) days following examination of the recorded plat. If disapproved, the applicant shall have the right to appeal to the Board of Zoning Appeals within thirty (30) days.

6.6.3 Utility Advisory Board

- a. A Utility Advisory Board (UAB) is hereby created for the City of Emporia which shall consist of representatives of those public and private agencies having a direct interest in public works, public utilities, health and safety, the enforcement of these regulations and such other persons as the City Manager may from time to time deem necessary. The Utility Advisory Board should include, but is not limited to, the following representatives: Zoning Administrator, Public Works Department, Engineering Department, Health Department, Police Department, Fire Department, Department of Administration, and telephone, cable television, internet, gas, and power companies. The Zoning Administrator shall serve as Chair of the Utility Advisory Board and shall be responsible for the preparation of recommendations and reports by the Board.
- b. Duties of the Utility Advisory Board. The Utility Advisory Board shall meet when called by the Board Chair. The Board will review and make appropriate written

recommendations to the Planning Commission. Such matters shall include, but not be limited to annexations, preliminary plats, final plats, vacations, and dedications.

6.7 Subdivision Design Standards

6.7.1 General

- a. All subdivisions of land subject to these regulations shall conform to the minimum design standards in these zoning regulations, and to the intent of PlanELC. Such design standards shall govern the approval of subdivision plats by the Planning Commission and Governing Body. The Governing Body may disapprove residential subdivision proposals where it is determined that the subdivision, or its location, is not compatible with the adopted PlanELC, the Zoning Regulations, or other development policies of the Governing Body.
- b. Access. All lots located in any subdivision shall take access directly from a street or alley dedicated and accepted for public use.
- c. Access control. In the interest of public safety and for the preservation of the traffic carrying capacity of the street system, the Planning Commission shall have the right to regulate points of access to all property from the public streets system. Such proscriptions shall be indicated on the final plat.
- d. Solar access. In order to promote the conservation of energy through the use of both passive and active solar systems, streets in residential subdivision are encouraged to have an east-west alignment. Lots intended for detached dwellings should be of sufficient width to allow the structure to be built with its longest axis running east-west.
- e. Land subject to erosion. On land subject to excessive soil movement that may result in erosion or deposition of soil, the Planning Commission, in accordance with the recommendations of the City Engineer, may require necessary preventive measures as part of the final plat approval and/or during construction and development of the subdivision.

6.7.2 Subdivision Block Standards

- a. Length. Where no existing plats are recorded, the blocks shall not exceed four hundred and fifty feet (450) in length (as measured to street center lines) within City Limits.
- b. Width. Where no existing plats are recorded, the blocks shall not exceed three hundred and sixty feet (360) in width (as measured to street center lines) within City Limits. Block width and depth shall be determined with regard to needs for convenient access, safety and circulation and with consideration of topography.

6.7.3 Subdivision Street Standards

- a. Relationship to adjoining street system
 - 1. The arrangement of streets in new subdivisions shall make provisions for the continuation of the principal existing streets in adjoining additions (or their

proper projection where adjoining property is not subdivided) insofar as they may be necessary for public requirements.

2. The width of such streets in new subdivisions shall not be less than the following minimum widths:

STREET CLASSIFICATION	MINIMUM WIDTH
Arterial	41 feet
Collector	37 feet
Local	31 feet
All Distances Measured From Back of Curb to Back of Curb	

3. Alleys, when required, and street arrangement must cause no hardship to owners of adjoining property when they plat their land and seek to provide for convenient access to it.
 4. Whenever there exists a dedicated or platted half street or alley adjacent to the tract to be subdivided, the other half of the street or alley shall be platted and dedicated as a public way.
 5. Where topographical conditions make street continuance or conformity impractical, the Planning Commission may review and approve an alternative layout.
 6. Where the submitted plat covers only a portion of the contiguous land owned by the subdivider, a sketch of the prospective future street system of the entire ownership shall be submitted.
 7. Where a tract is subdivided into lots of an acre or more, the Planning Commission may require an arrangement of lots and streets such as to permit a later subdivision in conformity with the street requirements.
- b. Street names. Streets that are obviously in alignment with other already existing and named streets shall bear the names of the existing streets. Otherwise names shall be sufficiently different in sound and in spelling from other street names in the City so as to not cause confusion.
 - c. Right angle intersections. Under normal conditions, streets shall be laid out to intersect, as nearly as possible, at right angles. Where topography or other conditions justify a variation from the right-angle intersection, the minimum angle shall be sixty (60) degrees.
 - d. Street grades. The grades of streets, alleys and other public ways included in any subdivision shall not be greater than is necessary for the topographic conditions and shall be subject to the approval of the City Engineer. A minimum gradient of one (1) percent shall exist on all streets whenever practical, but in no event shall the gradient be less than one-half (½) percent. Proposed streets shall conform to topography as nearly as possible to reduce drainage problems and grades.

- e. Paving material. All streets shall be hard-surfaced with asphalt or concrete subject to the specification of the Governing Body. All paving must be provided with a stabilized sub-base and concrete curb and gutter.
- f. Streets adjacent to a railroad right-of-way, limited access freeway, principal highway or arterial streets. Where lots front or side, but do not back on railroad rights-of-way, limited access freeways, principal highways, or arterial streets a marginal access street or frontage road may be required parallel and adjacent to the boundary of such rights-of-way. The distance from said rights-of-way shall be determined with due consideration to minimum distance required for approach connections to future grade-separated intersections.
- g. Cul-de-sacs. An adequate turnaround of not less than an eighty (80) foot diameter right-of-way which shall be provided at the closed end of a dead-end local street segment. Such local street segment should not exceed six hundred (600) feet in length from the intersection of a cross street to the juncture with the cul-de-sac.
- h. Half-streets. Half-streets shall be avoided, except:
 - 1. For arterial streets and collector streets where applicable, or where they are essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations; or,
 - 2. When the Planning Commission finds it practical to require the dedication of the other half of the street when the adjoining property is subdivided. Where a half-street, or portion thereof, is existing and adjacent to a tract to be subdivided, the other half of the street shall be based on street standards as set forth in Section 6.7.3 of these regulations and shall be platted within such tract.

6.7.4 Lot Standards

- a. Minimum lot width, measured at the building setback line, shall not be less than required by the Building Standards of the applicable Parcel Type when provided. Corner lots shall have a width at least fifteen (15) feet greater than the minimum width.
- b. Minimum lot depth, measured through the center of the lot and perpendicular to the property line or curved streets, shall not be less than required by the Building Standards of the applicable Parcel Type when provided. Maximum lot depth of residential lots shall not exceed two and one-half (2½) times the width of the lot.
- c. Lot dimensions and minimum lot area shall be subject to the Building Standards of the applicable Parcel Type.
- d. All side lot lines shall bear sixty (60) to ninety (90) degrees from the street right-of-way line on a straight street or from the tangent of a curved street.

- e. Front building or setback lines shall be shown on the final plat for all lots in the subdivision and shall not be less than the setbacks required by the applicable Building Standards.
- f. Flag lots shall have no less than thirty (30) feet of street frontage.
- g. Double frontage lots shall be avoided unless, in the opinion of the Planning Commission, a variation to this prohibition will give better street alignment and lot arrangement.
- h. Every lot shall have frontage on a public street other than an alley.

6.8 Easements

- 6.8.1 Utility easement. Where alleys are not provided, permanent easements of not less than seven and one-half (7½) feet in width shall be provided on each side of all rear lot lines, and on side lot lines, where necessary, for utility poles, wires, conduits, storm and sanitary sewers, gas, water and heat mains, and other public utilities. Where a utility company or other service provider can demonstrate the need for a wider easement than required above for a specific location, such may be required by the Governing Body and provided by the developer. These easements shall provide for a continuous right-of-way at least fifteen (15) feet in width. An additional six (6) foot wide temporary construction easement abutting each side of a utility easement shall be provided for initial construction of water, sewer and other utility lines.
- 6.8.2 Drainage easement. If a subdivision is traversed by a watercourse, drainage way, or channel, then a storm water easement or drainage right-of-way shall be provided. Such easement or right-of-way shall conform substantially to the lines of the natural watercourse and shall be of such width or construction, or both, as may be necessary to provide adequate storm water drainage and for access for maintenance thereof. Parallel streets or parkways may be required in connection therewith. The City Engineer shall make a study and report his or her recommendation to the Planning Commission as to the desired width of such easement. Such study and report shall be based on the one-hundred-year flood depth (if known). Maintenance of stormwater easements and drainage right-of-way shall be the responsibility of the owners of property adjoining such easements or right-of-way.
- 6.8.3 Solar access easement. Any subdivider may grant or establish a solar skyspace easement to protect solar energy systems from being shaded. The easements shall be created in writing and shall be recorded on the face of the plat. The easements shall run with the land.
- 6.8.4 All easements shall be shown on the plat. Permanent easements shall not be obstructed by structures or vegetation. A property owner erects fences and landscape within the easement at his or her own risk of loss.

6.9 Public Facilities and Improvements

- 6.9.1 Adequate public facilities. No preliminary plat shall be approved unless the Planning Commission determines that public facilities are or will be adequate to support and service the area of the proposed subdivision.

6.9.2 The subdivider shall install, or provide for the installation of, the following facilities and improvements:

- a. Streets, alleys, and sidewalks. Pavement, curbs, and gutters shall be installed on all streets. All streets and alleys in subdivisions shall comply with all applicable standards set forth in Section 6.7.3 of the Regulations. Sidewalks shall be located in the platted street right-of-way, and shall also be installed in any pedestrian easements as may be required by the Planning Commission.
- b. Water service. When reasonably available, a public water supply system or its equivalent shall be provided in accordance with the standards set by the Department of Public Works. In all other areas, a water supply system shall be provided subject to the approval by the County Health Department.
- c. Sewer service. When reasonably available, a public sewerage system shall be provided with the standards set by the Department of Public Works. In all other areas, a sewage collection and treatment system shall be provided subject to the approval of the County Health Department.
- d. Storm drainage. Culverts, storm sewers, rip-rap slopes, stabilized ditches, and other storm drainage strategies shall be installed in compliance with the Street Standards as set forth in Section 6.7.3 of the Zoning Regulations, and the Landscape Standards as set forth in Section 5 of the Zoning Regulations.
- e. Utilities. Utilities, including but not limited to sanitary sewers and connection to approved treatment facilities, water supply, natural gas, electricity, and telephone service, shall be installed according to the specification of the controlling utility company or the Governing Body.
- f. Street trees. Street trees shall be installed in compliance with the Landscape Standards as set forth in Section 5 of these Zoning Regulations.

6.9.3 Public improvement procedures

- a. In cases where the existing public facilities are deemed inadequate by the Planning Commission, upon the approval of the preliminary plat, the subdivider of a proposed subdivision shall have prepared by a licensed professional engineer engineering drawings for proposed required improvements, containing the data and information specified in item 6.9.3.b below. Such drawings shall be certified by a licensed professional engineer, and shall be submitted in duplicate to the City Engineer at least thirty (30) days prior to the date that approval of the final plat is requested. Failure to do so will be considered automatic consent, by the subdivider, to a waiver or an extension of waiver of any time limitation for plat approval.
- b. Content of engineering drawings. Engineering drawings for required improvements shall contain the following data and information:
 - 1. Plans, profiles, details, specifications, and costs estimates for roadway and sidewalk construction, including plans and profiles for each street with a typical

cross section of the roadway. The profiles of grade lines shall be shown to a scale ranging from one (1) inch equals twenty (20) to one (1) inch equals fifty (50) feet horizontal. The vertical scale shall be one-tenth (1/10) the horizontal scale. This information shall be shown on standard plan and profile sheets unless otherwise required by the City Engineer.

2. Plans, profiles, details, specifications, and cost estimates of proposed storm drainage improvements.
 3. Plans, profiles, details, specifications, and cost estimates of proposed water distribution systems and proposed water supply facilities and water hydrants, if any.
 4. Plans, profiles, details, specifications, and cost estimates of sewerage systems and of any required sewage treatment facilities.
 5. Drainage plans for the subdivision.
 6. When unusual site conditions exist, the City Engineer may require such additional plans, specifications, and drawings as may be necessary for an adequate review of the improvements to be installed. All plans shall be based on NGS datum for vertical control.
- c. Review of plans. The Engineer shall review all engineering drawings in order to determine whether such drawings are consistent with the approved preliminary plat and comply with design standards. The cost attributable to all engineering drawing review shall be charged to and paid by the subdivider prior to the recording of the final plat. If such drawings are consistent and in compliance, the Engineer shall forward to the Planning Commission a notice that such drawings do so conform and comply. In the event that the drawings do not so conform and comply, the Engineer shall notify the subdivider of the specific manner in which such drawings do not so conform or comply. The subdivider may then correct such drawings and resubmit the corrected drawings.
- d. Approval by Planning Commission. The Planning Commission shall recommend approval of a final plat only when the approval of the Engineer has been received indicating that the plans have been approved or that the appropriate petitions, if authorized, have been filed with the Engineer.
- e. Construction of improvements. Except where such is otherwise expressly allowed under these regulations, no improvements shall be constructed nor shall any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it shall have been approved by the Governing Body and there shall have been compliance with all of the requirements relating to an agreement, bond deposit or petition as specified in these regulations.
- f. Inspection
1. All improvements constructed or erected shall be subject to inspection by the City Engineer or other city official responsible for setting and enforcing the

applicable design and construction standards of the required improvement. The cost attributable to all inspections required by this regulation shall be charged to and paid by the subdivider. Before any required inspections take place, the subdivider may be required to post a deposit with such official or such agency entrusted to keep such security for the official, to cover the cost of such inspections. The subdivider shall give at least forty-eight (48) hours written notification to such official prior to the performance of any phase of construction. The subdivider shall provide such official with a construction schedule and shall update such schedule as necessary.

2. After notice is received, the official designated may conduct an on-site inspection to determine that the work complies with the approved engineering plans and specifications. If, in the opinion of such official, such work does not comply with the approved engineering plans and specifications, the official shall have authority to order that all such work shall be terminated until necessary steps are taken to correct any defects, deficiencies or deviations. Upon the correction of such defects, deficiencies, or deviations, the subdivider shall again notify the official for another on-site inspection.
3. No underground improvements, including but not limited to telephone, electric, water, sewer, storm water, gas, or cable television shall be covered with soil unless first inspected and approved.
4. Upon completion of all improvements within the area covered by the final plat, the subdivider shall notify the designated official, who shall thereupon conduct a final inspection of all improvements installed.

g. Approval and Acceptance

1. When a final inspection or re-inspection indicates that all installed improvements contain no defects, deficiencies or deviations, the inspecting official shall, within ten (10) days of such final inspection, certify to the Governing Body that all improvements have been installed in conformance with the engineering plans and specifications accompanying the final plat.
2. If the Governing Body determines, after consideration of such certification, that there are no defects, deficiencies, or deviations in any such improvements as installed, the Governing Body shall so notify the subdivider in writing, shall sign the final plat, and after the payment of all required fees, the subdivider may file the subdivision with the Lyon County Register of Deeds.
3. Upon the receipt by the Governing Body of the certificate of the designated official that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, and all applicable statutes, ordinances and regulations, the Governing Body and/or such appropriate utility may thereupon by resolution or by letter, respectively, formally accept such improvements. Upon acceptance,

the improvements shall become the property of the City or appropriate utility company involved.

- 6.9.4 Guarantee of installation of improvements. In lieu of the actual construction of the physical improvements required and the completion of construction occurring prior to recording the final plat, the Governing Body may;

waive any requirement of guarantee of installation or;

accept one of the following methods of guarantee provided it is in accordance with the policies of the Governing Body:

- a. The subdivider shall enter into a subdivider's agreement with the Governing Body under which the subdivider agrees to install such required improvements. Such agreement shall be conditioned upon the acceptance of the final plat by the Governing Body and its filing with the Lyon County Register of Deeds. Simultaneously, the subdivider shall furnish a corporate completion bond by a firm authorized to do business in Kansas with good and sufficient sureties thereon or a cashier's check, escrow account or irrevocable letter of credit in favor of the Governing Body, in the amount of the estimated cost as approved by the official responsible for setting and enforcing the applicable design and construction standards of the installation of the required improvements. Such financial guarantee shall be conditioned upon the acceptance of the final plat and further conditioned upon the actual completion and satisfactory installation of such required improvements within two years from the date that the final plat is accepted by the Governing Body. The subdivider shall also deposit in escrow an amount equal to the cost of all improvements to be made in accordance with the plans and specifications for required improvements or an equivalent amount in the form of a maintenance bond or other securities that may be deemed sufficient by the Governing Body. If a subdivider furnishes a cashier's check, escrow account or irrevocable letter of credit, fifteen (15) percent of the amount of such guarantees shall be returned by, or held as a deposit in escrow after the final completion of such improvements. The subdivider shall agree that the deposit in escrow may be held by the Governing Body for a period of up to eighteen (18) months after such improvements are completed.
- b. Petitions to the Governing Body may be submitted as a means of guaranteeing the authority to install improvements at such time as the Governing Body deems appropriate. Petitions may be submitted only when the following conditions exist:
 1. The petitions must be brought in the manner set out under Kansas law.
 2. The petitions must be approved by the Governing Body concurrently with the acceptance of the final plat.
 3. The initiating resolution for such improvement must be adopted by the Governing Body concurrently with the petition approval or as soon thereafter as may be provided by law.

4. A certificate signed by the petitioner must be recorded with the Lyon County Register of Deeds stating that such petitions have been filed and approved by the Governing Body and that certain land within the plat as described will be liable in the future for special assessment for the required improvements authorized.

6.9.5 Off-site improvements. The Governing Body may, upon making a finding of necessity, require the subdivider to install or upgrade off-site improvements located outside the perimeter of a subdivision. Such off-site improvements should be within dedicated rights-of-way or easements and serve a public purpose. The financing and guaranteeing of such improvements shall be administered as if they were the same as on-site improvements.

- a. The Governing Body may require such subdivision to participate in the following facilities and improvements, or any other off-site improvements as recommended by the Planning Commission upon its making of appropriate findings as to the relationship between the improvements required and the need created by a proposed subdivision:

1. drainage improvements and drainage ways;
2. pedestrian ways;
3. screening and landscaping;
4. grading;
5. street improvements;
6. traffic control devices;
7. parks, recreational areas and open space;
8. public water supply and delivery system;
9. stormwater sewerage; and
10. sanitary sewerage.

6.10 Submission and Approval of Plats

6.10.1 Prior to the filing of the preliminary plat, the subdivider shall contact the City Engineer, Zoning Administrator and other administrative personnel to determine:

- a. Procedure for filing plats.
- b. Availability of City sanitary and stormwater sewers and water.
- c. Plan ELC requirements for major streets, land use, parks, schools, and public open spaces.
- d. Parcel Type requirements for the property in question.
- e. Special setback or RBL requirements for applicable street standards.

- f. Eligibility for preliminary plat exemption.

6.10.2 Preliminary plat exemptions

- a. Minor plats. A minor plat is defined as a subdivision of land (1) into no more than five (5) lots fronting on an existing street; (2) not involving any new street or extension of public facilities; (3) not including more than ten (10) acres if a residential plat, nor more than five (5) acres for any other type of plat, unless the Planning Commission approves a larger acreage; and (4) not in conflict with PlanELC, the standards applicable to Parcel Type, or any provision in the Zoning Regulations.
- b. Minor plats may be submitted in final plat form as described in Section 6.10.4 without first filing a preliminary plat or having such a preliminary plat approved by the Planning Commission. Final plat application for minor plats shall contain all the information required for the filing of preliminary plats pursuant to Section 6.10.3, accompanied with the filing of the preliminary filing fee with the Zoning Administrator.

6.10.3 Preliminary plats

- a. After reaching the preliminary conclusions regarding the requirements for the proposed subdivision, the subdivider may submit a preliminary plat together with any supplemental information necessary to the Zoning Administrator who shall schedule a public hearing with the Planning Commission.
- b. Submission requirements of a preliminary plat:
 - 1. Filing fee and proof of ownership. A filing fee as adopted by the Governing Body shall accompany the filing of each preliminary plat. The preliminary plat shall not be accepted for filing until the filing fee therefore has been paid by the subdivider. The subdivider shall submit satisfactory proof of ownership, or a copy of a contract for purchase, of the entire tract to be platted.
 - 2. Number of copies. The subdivider shall submit five (5) copies of a vicinity map (if not on the preliminary plat) showing the location of the proposed subdivision. These plans shall be filed with the Zoning Administrator at least twenty (20) days prior to a regular Planning Commission's meeting at which the preliminary plat is to be considered.
 - 3. The subdivider shall submit, with the preliminary plat, a complete list of the names and mailing addresses of all owners of record of all land within two hundred (200) feet of property being proposed for subdividing or re-subdividing.
 - 4. All plats shall be prepared by a professional surveyor licensed in the State of Kansas, as required by state statute or regulation. The boundary and topographic survey may be prepared by a land surveyor registered in Kansas.
- c. Preliminary plats shall contain:
 - 1. The proposed name of the subdivision. (The name shall not duplicate or closely resemble the name or names of any existing subdivision.)

2. The location of the boundary lines of the subdivision and references to the section or quarter section lines.
3. The names and addresses of the subdivider developer, owner, and the engineer or land surveyor who prepared the plat.
4. Scale of the plat, 1" = 100' or larger.
5. Date of preparation and north point.
6. Existing conditions:
 - (a) Location, width, and name of platted streets or other public ways, designation of private streets, railroads and utility rights-of-way, parks and other public open spaces, and permanent buildings within or adjacent to the proposed subdivision.
 - (b) All existing sewers, water mains, gas mains, culverts, or other underground installations, within or adjacent to the proposed subdivision, with pipe size and manholes, grades, and location.
 - (c) Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land.
 - (d) Topography (unless specifically waived by the Zoning Administrator) with contour intervals of not more than two (2) feet, referred to NGS datum. Where the ground is too flat for contours, spot elevations shall be provided.
 - (e) Location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision.
 - (f) The Planning Commission may require, as a condition of the preliminary plat, that the subdivider agrees to provide for deed covenants whereby the subdivider or any subsequent owner(s) of lots within the proposed subdivision agree:
 - i. To make connection to the city sewage system whenever such public sewer is extended within five hundred (500) feet of any boundary of the subdivision and the City makes a request that such connection be made, and further; or
 - ii. To pay the cost of such extension of the public sewer to the subdivision and the cost of connection of lots thereto, whether by means of special assessment, connection fees, and/or another lawful means.
7. The general arrangements of lots and their approximate size.
8. Location and width of proposed streets, alleys, pedestrian ways and easements, and approximate gradient of streets.

9. The general plan of sewage disposal and water supply in areas where public sewers and/ or water are proposed to serve the subdivision. In other cases, a notation shall be made on the plat indicating type and location of sewage disposal and water system proposed.
 10. Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation or dedication for public use.
 11. General layout of adjacent unsubdivided property to show how streets and other public facilities in the proposed subdivision relate to the unsubdivided property.
 12. The subdivider shall submit a preliminary grading and drainage plan, including location and size of all storm sewers, existing and proposed land elevations and contours, necessary widths of all open drainageways, and meeting the Street Standards as set forth in Section 4 of these regulations, the Landscape Standards as set forth in Section 5 of these regulations, and all other requirements for stormwater management as set forth in Chapter 10, Article III of the Code of the City of Emporia. This plan shall be forwarded to the City Engineer who will prepare a written analysis of the plan for consideration by the Planning Commission.
- d. Review by Utility Advisory Board. Upon the receipt of the copies of the preliminary plat, the Secretary of the Planning Commission shall send a copy of the plat to each member of the Utility Advisory Board. The Utility Advisory Board shall review said plat and submit its recommendations to the Planning Commission.
 - e. Approval or disapproval of preliminary plat. Action by the Planning Commission shall be conveyed to the subdivider in writing within ten (10) business days after the Planning Commission's meeting, at which time the plat was considered and action was taken thereon. Approval of the preliminary plat by the Planning Commission does not constitute an acceptance of the subdivision, but is rather merely an authorization for the subdivider to proceed with the preparation of the final plat. In cases where the plat is disapproved, the subdivider shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the Planning Commission. If the Planning Commission fails to approve or disapprove a preliminary plat within sixty (60) days after the plat has been submitted for consideration, then such preliminary plat shall be deemed to have been approved, unless the subdivider shall have consented to extend or waive such time limitation.
 - f. Area to be platted. In order to ensure that the provisions of these regulations are carried out and that the overall subdivision design is prepared in an orderly manner, the Planning Commission may require that a preliminary plat be submitted on all contiguous land under common ownership rather than a parcel or segment. The area may, however, be final platted in smaller parcels or segments as directed by the Planning Commission.

- g. Effective period. The approval of the preliminary plat shall be effective for an indefinite period of time, except that the Planning Commission may, after a minimum period of six (6) months due to substantial justification or change in the area, require the redesign and resubmission of the preliminary plat.

6.10.4 Final plats

- a. Submission:

1. After approval of the preliminary plat, the subdivider may submit a final plat along with a fee established by the Governing Body to pay for the recording of the plat.
2. A digital copy of the final plat, in state plane coordinates or tied to two section corners and formatted to standards established by the Zoning Administrator, plus the original on mylar and five (5) prints thereof shall be submitted to the Planning Commission at least twenty (20) days prior to the Planning Commission's public meeting. The names and signatures of the owner(s) of the property duly acknowledged and notarized shall appear on the original and all copies submitted.
3. The Planning Commission shall be required to hold a public hearing on a final plat only when the Planning Commission finds there is a question whether the final plat as submitted is in substantial conformity with the approved preliminary plat. The public hearing for a re-plat in substantial conformance with a previously approved preliminary plat shall be during the consideration of the final plat.
4. The final plat, prepared for recording purposes, shall be drawn at a scale of 1"= 100' or larger (i.e. 1"=50', not 1"=200'). The size of the sheet on which such final plat is prepared shall be twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a one and one-half (1½) inch binding edge along the left-hand side. Where the proposed plat is of unusual size, the final plat shall be submitted on two (2) or more sheets of the same dimensions. If two (2) or more sheets are required, an index map of the same dimensions shall be attached showing the entire development at a smaller scale. The dimensions indicated are standard for all final plats and must be complied with. Title, description, and other written data shall be located either right- or left-hand side.

- b. Information. The final plat shall show and contain the following information:

1. Name of subdivision (not to duplicate or too closely resemble the name of any existing subdivision).
2. Location of section, township, range, county, and state, boundary description of the exterior of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. The allowable error of

closing on any portion of the plat shall be one (1) foot in five thousand (5,000) feet. Total acreage of the subdivision shall be provided.

3. The location of existing monuments and benchmarks shall be shown and described on the final plat. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street lines, including the true angles and distances to such reference points or monuments.
4. The location of lots, streets, public highways, alleys, parks, and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground.
5. Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block.
6. The exact locations, widths, and names of all streets and alleys to be dedicated.
7. Boundary lines and description of the boundary lines of any area other than streets and alleys which are to be dedicated or reserved for public use. The incorporation of fillets into property lines and for rights-of-way lines at intersections to ensure that the distance between the road edge and the property line is no less than the similar distance for lots having only one frontage.
8. Building setback lines on the front and side streets with dimensions. Rear setback lines and dimensions shall be shown for irregular shaped lots.
9. Scale of the plat (scale to be shown graphically and in feet per plat scale inch), date of preparation and north point.
10. Statement expressing the property owner's intent to dedicate for public use all easements, streets, alleys, and all other public areas previously dedicated.
11. The following certificates, in a format that may be provided by the Zoning Administrator:
 - (a) Name, signature, and seal of the Professional Surveyor, licensed in the State of Kansas, preparing the plat, as appropriate.
 - (b) Name, signature and seal of the Professional Surveyor, licensed in the State of Kansas, verifying that all monuments and control markers have been set in compliance with the City of Emporia requirements and in accordance with the Land Survey Act, K.S.A. 58-2001 et seq.
 - (c) A certificate signed and acknowledged by all parties having any record, title, or interest in the land subdivided including all mortgage holders consenting to the preparation and recording of said subdivision map and expressing the property owner's intent to dedicate or reserve all parcels of land shown on the final plat and intended for any public or

private uses including those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, tenants, and visitors.

- (d) An acknowledgment of a notary.
- (e) A certificate of the Planning Commission.
- (f) An acceptance of easements, rights-of-way, and other public dedications by the Governing Body.
- (g) A certificate of the County Treasurer.
- (h) A certificate of the Surveyor's designee.
- (i) A blank space for noting entry on the transfer record.
- (j) A certificate of the Register of Deeds.

12. The following additional data and documents shall be submitted with the final plat:

- (a) A title report by an abstract or title insurance company, or an attorney's opinion of title, showing the name of the owner or owners of the land and all other restrictions, easements, or encumbrances on the land. The consent of all such persons having a financial interest shall be shown on the plat and acknowledged by a notary public.
- (b) If any taxes or special assessments, due and payable, have not been paid in full but have been protested as provided by law, monies, or other sufficient escrows guaranteeing such payment of taxes in the event the protest is not upheld, shall be placed on deposit with the City in an amount sufficient to meet this requirement.
- (c) A copy of any restrictive covenants applicable to the subdivision.
- (d) At least three (3) Reference ties for locating each exterior monument.

c. Public Dedications. Upon receiving the recommendations of the Planning Commission, the Governing Body may:

- (1) Accept such dedication.
- (2) Accept, in lieu of the dedication of land, a fee equal to seven (7) percent of the fair market value of the subdivided land.
- (3) Waive the requirement if the Governing Body finds that there are sufficient schools, parks, playgrounds or other publicly-owned or operated recreational areas or open spaces in the area of the subdivision.
- (4) Land or fees obtained pursuant to this Article shall only be used to obtain public open space, public recreational land or facilities for public use. The Governing

Body shall make appropriate findings justifying the amount of land or fees so obtained.

- d. Governing body acceptance of final plat. After the recommendation on the final plat by the Planning Commission, such plat shall be forwarded to the Governing Body for its approval of the plat and the acceptance of streets, alleys, easements, or other dedicated public rights-of-way or sites. The Governing Body may take action on the plat at any meeting following recommendation of the plat by the Planning Commission and the Governing Body should approve or disapprove the plat and shall accept or refuse the dedication of land for public purpose within thirty (30) days after the first meeting of the Governing Body following the date of the submission of the plat to the city clerk. The Governing Body may defer action for an additional thirty (30) days for the purpose of allowing for modifications to comply with the requirements established by the Governing Body. No additional filing fees shall be assessed during that period. If the Governing Body defers or refuses such dedication, it shall advise the Planning Commission of the reasons therefore and request the Planning Commission's reconsideration.
- e. Recording the final plat. After approval of the final plat and acceptance of the public dedications and easements by the Governing Body, the Secretary of the Planning Commission shall record the original copy of the final plat with the Register of Deeds of Lyon County.

6.10.5 Vacation and Corrections

- a. Before any application for the vacation of any public right-of-way, street, alley, easement, plat, or setback shall be approved or recommended for approval by the Governing Body, the application shall be submitted to the Planning Commission for review and recommendation. Said recommendation shall include conditions which are appropriate to protect the best interests of the public, City and utilities. All vacation applications shall be submitted to the Utility Advisory Committee for review and comments prior to the Planning Commission taking action.
- b. The recommendation of the Planning Commission shall be submitted to the Governing Body. No vacation shall be recommended for approval unless it is established that no private rights will be injured or endangered by such vacation and that the public will suffer no loss or inconvenience by such vacation.
- c. Vacation of Unrecorded Plat
 - 1. Upon written request of the subdivider to the Planning Commission, a preliminary or final plat may be withdrawn from consideration either before or after approval by the Planning Commission.
 - 2. Upon written request of the subdivider to the Zoning Administrator, a final plat for which dedications, if any, have been accepted by the Governing Body may be vacated by motion of such Governing Body; provided, that (1) the plat has not been recorded; (2) no lots have been sold or transferred; and (3) no

improvements have been installed. After the plat is vacated, the Zoning Administrator shall see that all fiscal sureties are returned to the subdivider except for those expenditures which have been incurred by the City in administrative, legal or engineering costs prior to the date of the request for vacation.

3. Upon determining from the Lyon County Register of Deeds that a final plat has not been recorded within 60 days from its final acceptance by the Governing Body, the Zoning Administrator shall notify the subdivider that the plat is null and void.
- d. **Correction of Platting Errors.** If, after recording a final plat, an error is found in distances, angles, bearings, subdivision or street names, block or lot numbers, the computation of dimension or elevation or other details of the plat, except in connection with the outer boundaries of the plat, and if the property described in that part of the plat containing the error is under the ownership of the same person who caused the plat to be prepared, the Engineer, after substantiation of the existence of the error, may file an affidavit with the Lyon County Register of Deeds that the error was made. The affidavit shall describe the nature and extent of the error and the appropriate correction. The Lyon County Register of Deeds shall record the affidavit and shall place in the margin of the recorded plat a notation that the affidavit has been filed, the date of filing and the book and page where it is recorded. The filing of the affidavit shall correct any errors, but shall have no effect on the validity of the plat or any property interest recorded by reference thereto. A copy of the recorded affidavit shall be filed with the Zoning Administrator.
- e. **Vacation Of Streets, Alleys, Easements And Plats.** The following procedures are provided to vacate streets, alleys or other public reservations such as, but not limited to public easements, dedicated building setback lines, access control, or a part thereof, and including all or parts of recorded plats within the corporate limits of the City.
1. Petitions for vacations received from the Governing Body, the owner of platted land or the owner of land adjoining on both sides of any street, alley, easement or other public reservation may be filed with the Zoning Administrator.
 2. The petition shall be reviewed by and comments submitted to the Planning Commission by the Utility Advisory Committee.
 3. Following its receipt of the comments of the Utility Advisory Committee, the Planning Commission shall make a recommendation to the Governing Body as to whether the vacation should be approved or disapproved and with or without conditions attached. If the Planning Commission determines that:
 - (a) due and legal notice has been given;
 - (b) no private rights will be injured or endangered; and

- (c) the public will suffer no loss or inconvenience; then the Planning Commission shall recommend that such vacation be approved and entered at length in the minutes. Such recommendation may provide for the reservation to the City and/or the owners of any lesser property rights for public utilities, rights-of-way and easements for public service facilities originally located in such vacated land or planned for the future. The petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk by any owner who would be a proper party to the petition, but has not joined therein. Furthermore, when only a portion of a street, alley or public reservation is proposed to be vacated, the petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk by any owner of lands which adjoin the portion to be vacated. The recommendation of the Planning Commission to the Governing Body shall be made as provided by K.S.A. 12-752 for the submission and approval of a final plat, and the Governing Body may approve or disapprove the vacation or approve it with or without reservation of lesser easements than as recommended by the Planning Commission.

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

6.10.6 Monuments and Benchmarks

- a. The subdivider shall, prior to the acceptance of the final plat, submit a letter from the utility provider(s) involved stating that satisfactory arrangements have been made by the subdivider guaranteeing the installation of their respective services.
- b. Monuments and benchmarks shall be installed in accordance with the requirements of these regulations and their installation certified by a licensed land surveyor on the final plat before such plat is recorded with the Lyon County Register of Deeds.

6.11 Vertical Subdivision

6.11.1 Vertical subdivisions are used to separate uses or individual dwelling units within a single building, such as townhouses, condominiums, and mixed-use developments. Vertical subdivisions allow for separate parcel taxation, valuation, and ownership of the component parcels created.

6.11.2 Townhouses. Townhouses, are subject to following conditions:

- a. Utility services to each unit shall be separately metered and utilities served from the side or rear of the tract shall be run in a common private utility easement ten (10) feet wide and extending from the public utility easements to within ten (10) feet of the building. An additional ten (10) foot wide private utility easement shall extend out from the rear of the building behind each unit for the establishment of individual lines. Water services from the street side may be run in a common line from the main to the

property line and then branched off to each individual unit. Other utilities serving the structure from the front or street side shall be from a private easement arrangement as required for the rear of side-yard utilities.

- b. All common open space shall be jointly owned by the owners of the individual structures and agreements setting forth the responsibilities of external maintenance of common areas and facilities and setting forth restrictions shall be filed with the application for permit and recorded with the Register of Deeds of Lyon County. Such agreements shall comply with K.S.A. 58-3101 et seq.

6.11.3 Condominiums. Condominiums may be erected subject to the applicable regulations of the Parcel Type, and, upon compliance with the following conditions:

- a. The intensity of use for all structures shall be no less than required by the Parcel Type on which the structures are erected.
- b. Each unit shall be separated from each other as required for the multiple family unit provisions of the most current City of Emporia building code or fire code at the time of application.
- c. Utility services to each unit shall be separately metered and utilities served from the side or rear of the tract shall be run in a utility easement approved by the City of Emporia. Water services from the street side may be run in a common line from the main to the property line and then branched off to each individual metered unit. Other utilities serving the structure from the front or street shall be from an easement arrangement approved by the City of Emporia. All common open space shall be jointly owned by the owners of the individual units and agreements setting forth the responsibilities of both external and internal common areas and facilities and setting forth restrictions shall be filed with the application for permit and recorded with the Lyon County Register of Deeds. Such agreements shall be in compliance with K.S.A. 58-3101 et seq. and shall further provide assurances satisfactory to the City as to the means whereby open space and other external areas and facilities will be properly maintained in the event the owner's agreement is not complied with.

6.11.4 Mixed-Use Condominiums. Mixed-Use Condominiums are subject to the following conditions:

- a. The intensity of use for all structures shall be no less than required by the Parcel Type on which the structures are erected.
- b. Each unit shall be separated from each other as required for the multiple family unit provisions of the most current City of Emporia building code at the time of application.
- c. Utility services to each unit shall be separately metered and utilities served from the side or rear of the tract shall be run in a common private utility easement ten (10) feet wide and extending from the public utility easements to within ten (10) feet of the building. An additional ten (10) foot wide private utility easement shall extend out from the rear of the building behind each unit for the establishment of individual lines. Water services from the street side may be run in a common line from the main to the

property line and then branched off to each unit. Other utilities serving the structure from the front or street shall be from a private easement arrangement as required for the rear of side-yard utilities.

- d. All common open space shall be jointly owned by the owners of the individual units and agreements setting forth the responsibilities of both external and internal common areas and facilities and setting forth restrictions shall be filed with the application for permit and recorded with the Register of Deeds of Lyon County. Such agreements shall comply with K.S.A. 58-3101 et seq.

6.12 Lot Splits

- a. The objective of 6.12 is to provide guidelines for the division of a tract of land or lot into not more than two buildable lots, provided that the produced lot is not below the minimum size requirements for the applicable Parcel Type, without having to comply with the platting requirements of this section.
- b. Single Family or Country Home Residential parcel type lots which would result from a requested lot split shall be no smaller than the average lot size for lots within 450 feet of the subject lots. The lots shall not be below the minimum size requirements for the applicable Parcel Type, without having to comply with the platting requirements of this section.
- c. No building permit or intent to build shall be issued for any structure to be located on a lot produced by a lot split until the lot split has been approved by the Zoning Administrator in accordance with the requirements of this section.
- d. Application Procedure. Requests for lot split approval shall be made by the owner of the land to the Zoning Administrator.
 - 1. Two (2) copies of a scale drawing of the lots involved if there are no structures thereon or, if structures are located on any part of the lot being split, two (2) copies of a survey of the lot and the location of the structure(s) thereon together with the precise nature, location and dimensions of the proposed lot split, shall accompany the application.
 - 2. The application shall provide a legal description for the original lot and legal descriptions for each of the lots produced by the proposed lot split, and the Zoning Administrator may require such legal description to be certified by a registered land surveyor.
 - 3. The application shall be accompanied by a list of the names and addresses of all persons to receive notices. The Zoning Administrator may require such list to be prepared by a registered abstractor.
 - 4. Written notices shall be mailed to all owners of land within two hundred (200) feet of the property proposed to be split. Such owners shall have ten (10) business days from the date of notification to notify the Zoning Administrator of any protests they may have concerning the lot split.

5. The ten (10) day waiting period may be waived upon submission in writing of statements from those to be notified that they have no objection to the proposed lot split.
- e. Approval Guidelines. The division of lots pursuant to this article shall comply with applicable zoning laws, these Subdivision Regulations, and all other applicable regulations.
 1. No lot split shall be approved if any of the following applies:
 - a. A new street or alley is needed or proposed.
 - b. A vacation of streets, alleys, setback lines, access control or easements is required or proposed.
 - c. If such action will result in significant increases in service requirements, e.g., utilities, schools, traffic control, streets, etc.; or will interfere with maintaining existing service levels, e.g., additional curb cuts, repaving, etc.
 - d. There is less street right-of-way than required by these regulations or the Comprehensive Plan unless such dedication can be made by separate instrument.
 - e. All easement requirements have not been satisfied.
 - f. If such splits will result in a tract without direct access to a public street.
 - g. A substandard sized lot or parcel will be created, unless a variance for the lot or parcel has been approved by the Board of Zoning Appeals.
 - h. If the lot has been previously split in accordance with these regulations.
 2. The Zoning Administrator may make such additional requirements as deemed necessary to carry out the intent and purpose of existing land development regulations and policy. Requirements may include, but not be limited to, installation of public and dedication of right-of-way and easements.
 - f. Staff Review and Action. The Zoning Administrator shall, in writing, either approve with or without conditions or disapprove the lot split within thirty (30) days of application.
 1. If approved, and after all conditions have been met, the Zoning Administrator shall sign and furnish a certificate of approval to be affixed to the lot split survey, and a certified copy thereof shall be filed with the Register of Deeds, the official designated to issue building or occupancy permits, and a copy shall be furnished to the applicant.
 - g. Fee
 1. The fee for lot splits shall be in an amount as established by the fee ordinance.

2. Cost of filing or recording documents, publications, writs, and engineering costs are payable in addition to lot split fees.
- h. Appeals. Appeals of any determinations by the Zoning Administrator made pursuant to the provisions of this Article may be made by any aggrieved party to the Board of Zoning Appeals which may either approve or disapprove such determination.



Emporia
Kansas

SECTION 7

SUPPLEMENTAL REGULATIONS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 7 SUPPLEMENTAL ZONING REGULATIONS

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7.1 General

- 7.1.1 The regulations set forth in this section qualify or supplement, as the case may be, the zoning regulations appearing elsewhere in these regulations.

7.2 Height and Yard Regulations

- 7.2.1 Height. Chimneys, cooling towers, elevator head-houses, fire towers, monuments, stacks, stage towers, scenery lofts, water towers, or necessary mechanical appurtenances, usually required to be placed above the roof level and not intended for human occupancy are not subject to the height limitations contained in the these regulations.
- 7.2.2 Yards. Primary setback requirements are set out in the Building Standards for each Parcel Type.
 - a. Front yards. The front yards established by the zoning regulations shall be adjusted in the following cases:
 - 1. Where there is no Front Required Build-to-Line shown on the Regulating Plan and all of the structures on one side of a block are set back greater than required by the Parcel Type regulations, a new or enlarged structure may be set in line with the structure closest to the street.
 - 2. Where there is no Front Required Build-to-Line shown on the Regulating Plan and fifty (50) percent or more of the structures on one side of a block are setback less than required by the Parcel Type regulations a new or enlarged structure may be set in line with the average of the existing structure or structures adjacent to the new or enlarged structure. However, no new or

enlarged structure may be set closer to the front property line than the minimum requirement according to applicable Building Standards.

- b. Accessory buildings and structures. Existing accessory buildings or structures which do not meet the minimum setbacks may be rebuilt, reconstructed or enlarged, providing they do not further decrease the existing setbacks.
- c. Structural projections. Every part of a required yard shall be open to the sky, unobstructed, except for accessory buildings or structures, and except for:
 - 1. Eave projections, sills, belt courses, cornices and other ornamental features may project a maximum of twelve (12) inches into the required yard;
 - 2. Open fire escapes, balconies opening onto a fire escape, chimneys and fireplaces may project no more than three and one-half (3 ½) feet into a required rear yard;
 - 3. Unenclosed porches open to the sky and no more than three (3) feet above grade, may project no more than two and one-half (2 ½) feet into a front or rear yard;
 - 4. Ornamental projections, and open porches not more than three (3) feet above grade, may project no more than two and one-half (2 ½) feet into a required side yard; and
 - 5. ADA Ramps.

7.3 Number of Structures on a Lot

- 7.3.1 Where a lot is used for other than a single-family residence, more than one primary use or structure may be located on such lot, provided that such buildings conform to all requirements for the Parcel Type in which they are located, and all such buildings shall remain in single ownership unless such buildings and lots are certified as a condominium.

7.4 Sight and Vision Triangle

- 7.4.1 The area of a corner lot within a sight or vision triangle shall be free from any visual obstruction between a height of two and one-half (2 ½) feet and eight (8) feet above the grade of the top of the curb of the adjoining street. Both sight and visibility triangle clearances may apply to a property on the stop condition of adjacent streets as defined in 7.4.1.b.
 - a. The sight triangle area is measured from the centerline point of an uncontrolled intersection, ninety (90) feet in each direction along the centerline of intersecting streets. At the intersection with arterial or collector streets, the ninety (90)-foot distance shall be increased to one hundred and twenty (120) feet along the centerline of the arterial or collector street, shown in Figure 7.4.

- b. The vision triangle area is applicable to properties adjacent to a controlled intersection and is determined by the “Visibility Triangle for Driveways and Side roads (Stop Condition)” table in the current KDOT Corridor Management Policy Manual. The table distances shall be applicable to all highways or streets without regard to street classification.

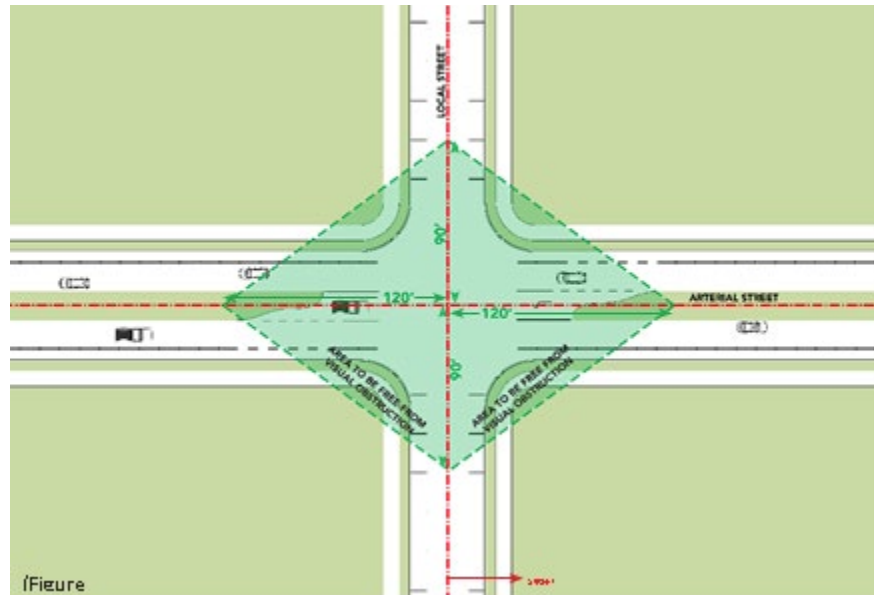


Figure 7.4.

- 7.4.2 Driveways within the sight triangle shall comply with the location requirements of the “Basic Driveway Dimensions and Requirements” table in the current KDOT Corridor Management Policy Manual. The Zoning Administrator may approve exceptions to this table.

7.5 Home Occupations

- 7.5.1 Home occupations as defined in Section 12 of these regulations shall be permitted in all Parcel Types where residential is the primary use subject to the following:

- a. Restrictions and Limitations
1. No exterior alterations or other construction shall be made to the dwelling which changes the character or appearance from its primary residential use or which causes the structure to be reasonably recognized as serving a non-residential purpose.
 2. No new accessory buildings shall be constructed for use, in whole or in part, in the home occupation. Home occupation shall be conducted entirely within the principal residential building or in a permitted private garage or accessory structure thereto.

3. No more than one (1) employee or volunteer for Parcel Types where residential is the primary use shall engage in such home occupation other than the person(s) occupying the dwelling unit as his or her place of residence.
 4. There shall be no outdoor display or storage of materials, commodity, or equipment sold or used in the home occupation.
 5. Goods or stock for sale must be stored in enclosed areas.
 6. No commodity is sold on the premises except that which is prepared on the premises.
 7. No mechanical equipment is used which makes any loud, unnecessary or unusual noise, or any noise which annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.
 8. The area exclusively devoted to all home occupations shall be limited to fifteen (15) percent of the floor area of the dwelling or two hundred fifty (250) square feet, whichever is less.
 9. Signs are only permitted as provided by item 7.16, unless required by state law, and then such required sign shall be mounted flat against the exterior wall of the dwelling unit.
 10. Vehicles of one ton or less may be used in the home occupation, provided that no more than one such vehicle shall be parked or stored on the premises outside of an enclosed garage.
- b. Allowed Home Occupations. Home occupations primarily of a service nature similar to, but not limited to, the following are allowed. See Parcel Type Use Matrix, Section 2.5 for specific Permitted and Conditional Uses.
1. Artists, authors, or composers.
 2. Dressmakers, seamstresses, or tailors.
 3. Giving of lessons of any type.
 4. Professional offices for Surveyors, Architects, Engineers, Planners, Lawyers, Accountants, Bookkeepers, Realtors, Insurance Agents, Brokers, Sales Representatives, and Contractors, and similar professional offices, provided that no exchange of tangible goods is made on the premises.
 5. Fabrication and/or assembly of home crafts.

6. Photographic studios.

- c. Home Occupations Permitted outright in Agricultural Parcel Type. Home occupations are permitted provided that such use is either agriculturally related, is a service business, or a light manufacturing business. No conditional use permit is required when the following home occupations occur on an Agricultural Parcel Type. Such home occupations would otherwise require a conditional use permit when occurring on other Parcel Types where the primary use is residential.

1. Agritourism businesses
2. Day care facilities
3. Group homes
4. Barber and beauty shops

- d. Other business activities not listed or not similar in nature, in this section occurring on Agricultural Parcel Type and all Parcel Types where residential is the primary use shall require a conditional use permit.

7.5.2 Authority of Zoning Administrator. The Zoning Administrator is hereby authorized to exercise such powers as may be necessary to carry out the purposes of this section, including, the power to:

- a. Investigate any home occupation or alleged home occupation, to determine whether or not such is in compliance with these regulations.
- b. Enter upon premises for the purpose of making examinations: provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession. If necessary, seek an order from a court of competent jurisdiction in the event entry is denied or resisted.

7.6 Short-Term Rentals

7.6.1 Short-term rental (STR) as defined in Section 12 shall be permitted in all Parcel Types where residential is the primary use and are allowed subject to the following Two (2) Tier System:

- a. Owner Occupied
 1. Allow owner of residential Parcel Type to operate an STR in their primary residence.

2. Annual license and fee to cover cost of processing the request are required.
 3. STR operators shall maintain liability insurance appropriate to cover the STR use, liability insurance shall be \$1,000,000 per incident, \$3,000,000 aggregate.
- b. Non-Owner Occupied
1. Operator of a non-owner occupied STR is required to obtain a Conditional Use Permit and to comply with the regulations set forth for a traditional bed and breakfast.
 2. Annual license and fee to cover cost of processing the request are required.
 3. STR operators shall maintain liability insurance appropriate to cover the STR use, liability insurance shall be \$1,000,000 per incident, \$3,000,000 aggregate.
 4. Local contact person is required.
- c. Registration Required
1. All STR operators shall register with the City on a form provided by the Zoning Administrator.

7.7 Temporary Uses

7.7.1 Permitted temporary uses include, but are not limited to:

- a. Carnivals and circuses, located in a C, P, LI, or HI Parcel Type, when located at least two hundred (200) feet from the nearest residential dwelling unit and for a time period not exceeding two (2) consecutive weeks.
- b. Contractor's office and equipment sheds on the site of a construction project only during the construction period.
- c. Model homes or development sales offices located within the subdivision or development area to which they apply, with such use to continue only until sale or lease of all units in the development.
- d. Outdoor temporary sales on private property of AG, C, IF, LI, or HI Parcel Type and not incorporated or in partnership with the existing business located on said property, including commercial sales, swap meets or similar activities providing they do not operate for more than ten (10) consecutive days and there are no more than four (4) such sales on any property in any calendar year.
- d. Mobile Food Vendor. All Mobile Food Vendors must comply with Ordinance 2016-04 and any other applicable state and local requirements.

1. Mobile Food Vendor, located within industrial and commercial parcel types are allowed a renewable 30 day permit. All Mobile Food Vendors must comply with all state health codes, City of Emporia ordinances, and zoning regulations before a permit is issued. The permit is issued for the mobile food unit, not the location.
 2. Hours of operation: Mobile Food Vendor may operate at the primary establishment where they are parked for no more than 12 continuous hours of operation per day.
 3. Utilities and sanitation: All plumbing utilities shall be portable and self-contained, with proper treatment and containment for greywater, grease, and wastewater holding and disposal. All safety equipment must be up to date. Electrical or other utility connections must be safe and in compliance with electrical and applicable codes and regulations.
 4. Location: Vendors must be at least 50 feet from an established brick and mortar restaurant, unless there has been prior written approval from the established restaurant. Vendors cannot use public property for sales.
 5. Maintenance: No extra storage trucks, trailers, sheds, containers, or canopies shall be allowed to be located on site of vendors' location. Vendor is responsible to keep the location clean and orderly, and provide trash/recycle receptacles, and to clean up all trash, litter, spills within a twenty-foot radius or apparent operating area, whichever is greater.
 6. Signs: One temporary sign is allowed and shall not block traffic or be placed in the public right-of-way.
 7. The zoning administrator may issue a certificate of temporary use upon the payment of the mobile food vendor permit fee, imposed by the fee ordinance, and upon finding that all requirements have been met.
- f. Seasonal sales of farm or garden produce on an individual's place of residence and raised by the same individual, provided only a non-permanent structure is constructed for such use and is removed during the off-season.
- g. One mobile home to be used as a temporary office for any allowable use on a LI or HI Parcel Type, or as a temporary dwelling during construction of a permanent home on a residential Parcel Type, provided that such mobile home shall not be used for more than a two (2) year period starting the day the mobile home is set upon property.

h. Temporary asphalt batching plants on an Agricultural Parcel Type.

7.7.2 Persons seeking approval for a temporary use authorized by Section 7.7.1 above shall make application to the Zoning Administrator at least ten (10) days in advance of the time desired for usage. Such application shall include a site plan showing existing and proposed usage. The Zoning Administrator may issue a certificate of temporary use upon the payment of the temporary use permit fee imposed by the Schedule of Fees or resolution and upon finding:

- a. The temporary use will not impair the normal, safe, and effective operation of any permanent use on the same or adjoining site.
- b. The temporary use will not impact the public health, safety, or convenience and will not create traffic hazard or congestion or otherwise interrupt or interfere with the normal conduct of use and activities in the vicinity.
- c. That adequate off-street parking is available for the temporary use and any permanent use on the site.

7.7.3 The following conditions for a temporary use shall apply:

- a. Each site used by an authorized temporary use shall be left free of debris, litter, and all evidence of such use.
- b. Such use when conducted upon a parking lot of another business shall not occupy more than twenty (20) percent of the required parking spaces of such uses.
- c. Any sign used in conjunction with the temporary use shall comply with all requirements of the sign regulations (7.16) for temporary signs, including the obtaining of a sign permit.

7.8 Non-permanent Structures

7.8.1 Non-permanent structures shall be allowed under the following conditions:

- a. Such structures must comply with the Accessory Structure Building Standard for the applicable Parcel Type.
- b. Structures with a GFA greater than or equal to two hundred (200) square feet shall require a building permit.
- c. Structures with a GFA under two hundred (200) square feet shall require an administrative permit.

- d. Structures with a GFA greater than or equal to two hundred (200) square feet shall be included as part of the calculations for allowable lot coverage for the applicable Parcel Type.
- e. Non-permanent open faced garages and similar structures are prohibited.

7.9 (Reserved)

7.10 Residential-Design Manufactured Housing Standards

7.10.1 In order to be classified as a Residential-Design Manufactured Home a structure must be manufactured to the standards embodied in the National Manufactured Home Construction and Safety Standards generally known as the HUD Code established in 1976 pursuant to 42 U.S.C. Sec. 5403. Such structures shall provide all of the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations. Such a structure shall be on a permanent-type, enclosed perimeter foundation which has minimum dimensions of twenty-two (22) body feet in width excluding bay windows, garages, porches, patios, pop-outs, and roof overhangs; a pitched roof; siding and roofing materials which are customarily used on site-built homes; and which complies with the following architectural or aesthetic standards so as to ensure their compatibility with site-built housing:

- a. The roof must be predominantly double-pitched and have a minimum vertical rise of two and one-half (2 ½) inches for every twelve (12) inches of horizontal run, and must be covered with material that is customarily used on site-built dwellings, including but not limited to approved wood, asphalt composition shingles, clay or concrete tile, slate, or fiberglass, but excluding corrugated aluminum or corrugated fiberglass roof. The roof shall have a minimum eave projection and roof overhang on at least two (2) sides of eighteen (18) inches which may include a gutter.
- b. Exterior siding shall be of a non-reflective material customarily used on site-built dwellings such as wood, composition, simulated wood, clapboards, conventional vinyl, or metal siding, brick, stucco, or similar materials, but excluding smooth ribbed or corrugated metal or plastic panels. Siding material shall extend below the top of the exterior of the foundation or curtain wall or the joint between siding and enclosure wall shall be flashed in accordance with the building codes.
- c. The home shall be installed in accordance with the recommended installation procedure of the manufacturer and the Uniform Building Code. The running gear, tongue, axles, and wheels shall be removed from the unit at the time of installation. Either a basement or a continuous, permanent masonry foundation or curtain wall, unpierced except for required ventilation and access which may

include walk-out basements and garages, shall be installed under the perimeter of the home.

- d. At the main entrance door there shall be a landing that is a minimum of twenty-five (25) square feet which is constructed to meet the requirements of the building codes.
- e. The moving hitch, axles, wheels, and transporting lights must be removed at the time of installation of the home on the lot.
- f. On level sites, the main floor shall be no greater than twenty-four (24) inches above the finished grade at the foundation. On sloping or irregular sites, the main floor at the side closest to grade level shall not be greater than twenty-four (24) inches above the finished grade at the foundation.
- g. Stairs, porches, entrance platforms, ramps, and other means of entrance and exit to and from the home shall be installed or constructed in accordance with the standards set by the Uniform Building Code and attached permanently to the principal structure and anchored permanently to the ground.
- h. Any attached addition to such a home shall comply with all construction requirements of the building codes, unless designed and constructed by a manufactured home factory.
- i. If fifty (50) percent or more of the frontage of existing site-built housing on both sides of the street on which the residential-design manufactured home is to be installed have a garage and/or a similar percentage have a covered porch or recessed entry, such a home shall also provide a garage and/or porch or entry based on the percentages determined by the Zoning Administrator. On a corner lot, "street" shall mean that street on which the frontage of the facade has been designated for the household address number. External roofing and siding material of such garage, porch or entry shall be similar in appearance to the materials on the roofing and siding of the residential-design manufactured home.

7.10.2 For purposes of these regulations, the term "manufactured home", when used by itself, shall not include a "residential-design manufactured home" as herein defined.

7.11 Motor Vehicle Storage

7.11.1 The Storage of salvage Vehicles shall be permitted only in the following locations and under the following conditions:

- a. Within a completely enclosed building on a Parcel Type where agriculture or residential is the primary use and when the vehicle is owned or leased by the resident residing on such premises.
- b. Within an approved salvage yard, subject to proper screening measures.
- c. Within an approved motor vehicle storage yard, subject to proper screening measures.
- d. At a motor vehicle service or repair shop in accordance with the restrictions of the Parcel Type on which said use is located.

7.11.2 Recreational Vehicles shall be permitted only in the following locations and under the following conditions:

- a. Within the side or rear yard on a Parcel Type where agriculture or residential is the primary use and when the vehicle is owned by the resident residing on such premises.
- b. When such vehicle is legally registered in the State of Kansas or when said registration has lapsed within six (6) months.
- c. Motor homes and campers shall not be occupied for dwelling purposes and must be stored on approved surfacing pursuant to Section 7.14.

7.11.3 Exceptions.

- a. The outdoor parking or storage of one (1) Salvage Vehicle for a period of thirty (30) consecutive days or less.
- b. The parking or storage of up to nine (9) unregistered Passenger and/or Recreational Vehicles when on an Agricultural Parcel Type.
- c. When the resident is engaged as a hobby in the restoration of not more than one (1) Salvage or unregistered Recreational Vehicle of more than thirty-five (35) years old, the vehicle need not be enclosed in a building.

7.12 Emergency Access Roads

7.12.1 Wherever regulations of the Governing Body require means of access to property by emergency response vehicles, including fire, police, and ambulance, and no such access is available by means of public street or road, the Zoning Administrator may, upon request of the property

owner, issue a permit for an emergency access road which shall not be dedicated and opened as a public street (see Figure 7.12.6).

Such a permit shall state the conditions upon use of the road, including but not limited to the following:

- a. prohibition upon use of the road for any purpose other than for access by emergency response vehicles;
- b. prohibition against parking any vehicle upon the roadway or otherwise obstructing in any way the road;
- c. requiring the owner to maintain the road; and
- d. requiring the owner to post and maintain signs declaring the road to be restricted to use by emergency response vehicles only.

7.12.2 The Zoning Administrator is authorized to suspend or revoke any permit upon a finding of a violation of any condition of the permit.

7.12.3 A decision of the Zoning Administrator to issue or not to issue a permit, or to suspend or revoke a permit, may be appealed by any aggrieved party to the Board of Zoning Appeals

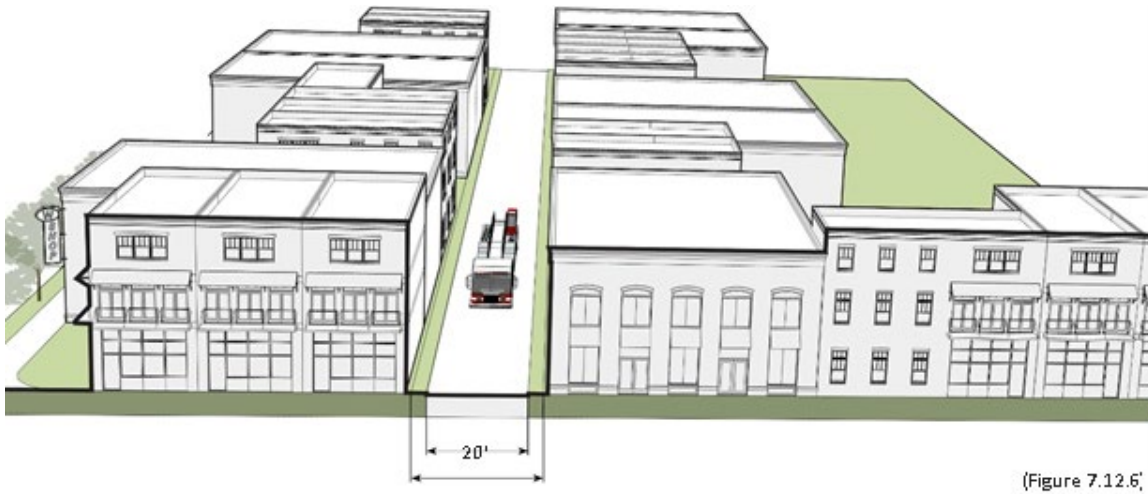
7.12.4 Design Specifications. All Emergency Access Roads shall be constructed according to the following specifications;;

- a. Travel Lane at least twenty (20) feet in width;
- b. Right-of-Way of at least twenty-six (26) feet in width;
- c. Vertical clearance of at least thirteen and one-half (13 ½) feet;
- d. Grade of at least one (1) percent and not exceeding ten (10) percent unless otherwise approved by local fire officials; and
- e. A turnaround must be provided for dead-end Emergency Access Roads exceeding one hundred and fifty (150) feet in length. Turnaround dimensions shall be determined by local fire officials.

7.13 Loading, Unloading, and Parking Standards

7.13.1 Space requirements

- a. On-premise loading and unloading spaces shall be provided off-street and in the side or rear for such uses involving receipt or distribution of materials or merchandise by motor vehicle or rail. All loading and unloading operations shall



be located to avoid undue interference with traffic and public use of streets, alleys, and walkways. Loading docks may not be located on the Required Build-to-Line (RBL).

- b. On-premise loading and unloading space shall include a minimum of twelve (12) feet by twenty-five (25) feet for loading and unloading operations and shall have a minimum height clearance of fourteen (14) feet.
- c. The number of spaces shall be provided as follows:

Number of Spaces	Gross Floor Area In Square Feet
1	3,000 to 20,000
2	20,000 to 40,000
3	40,000 to 60,000
4	60,000 to 80,000
5	80,000 to 100,000
6	100,000 to 150,000
One additional space shall be provided for each fifty thousand (50,000) square feet above one hundred and fifty thousand (150,000) square feet.	

- 7.13.2 Loading and unloading spaces shall be provided on MF, C, M, FL, FH, and IF Parcel Types.

7.13.3 Required Parking By Use.

MINIMUM PARKING STANDARDS			
USE		STANDARD	ALTERNATE DESIGN
RESIDENTIAL USE			
	Agricultural	None	
	Country Home	2 spaces per Principal Building	
	Single-Family Detached	2 spaces per Principal Building	
	Single-Family Attached	2 spaces per Unit	
	Multi-Family	1.5 spaces per Unit	1 space per unit in Historic District and Black & Gold Area
	Accessory Dwelling Unit	1 space per unit on approved surface	
COMMERCIAL USE			
	Retail	3 spaces per 1,000 gross square feet	
	Office	3 spaces per 1,000 gross square feet	
	Hotel	2 spaces per 1,000 gross square feet	
	Warehouse	1 space per 2,500 gross square feet for the first 20,000. 1 additional space for each 5,000 square feet over 20,000 gross square footage	1 space for every 2 employees per shift at maximum employment
	Service	1 space per 400 square feet	
	Food / Drink Service	1 space per 3 Occupants	
INDUSTRIAL USE			
	Light Industrial	1 space per 500 square feet of building floor area	
	Heavy Industrial	1 space per 500 square feet of building floor area	1 space for every 2 employees per shift at maximum employment
PUBLIC / CIVIC USE			
	Assembly	1 space per 4 seats	
	Schools	1 space per employee, plus 10 visitor spaces, plus 1 space per 5 students high school age or older	
	Places of Worship	1 space per 4 seats located in the space with the largest capacity	

	Office	1 space per 400 square feet of building area	Multiple Use Buildings Shall Provide a Parking Study
MIXED-USE BUILDING		See Component Type	Multiple Use Buildings Shall Provide a Parking Study
FLEX-USE BUILDING			
	Flex-Use Low	See Component Type	Multiple Use Buildings Shall Provide a Parking Study
	Flex-Use High	See Component Type	Multiple Use Buildings Shall Provide a Parking Study
	Industrial Flex	1 space per 500 square feet of building floor area	1 space for every 2 employees per shift at maximum employment

7.13.4 Vehicle Stacking Space. The minimum number of vehicle stacking spaces required shall be as follows:

DRIVE-THROUGH FACILITY VEHICLE STACKING SPACE		
USE TYPE	MINIMUM # OF SPACES	MEASURED FROM
Bank Teller Lane	4	Teller or Window
Automated Teller Machine	3	Teller Machine
Restaurant Drive-Through	5	Order Box*
Car Wash Stall (Automatic)	3 per 20 Lineal Feet of Stall	Entrance
Car Wash Stall (Self-Service)	3	Entrance
Other Drive Through	3	Window
Other	To Be Determined By SRC Based On Traffic Study	
*If there is no order box, the spaces shall be measured from the window or point at which items are ordered.		
Reductions in these minimums may be approved by the SRC based on a submitted and approved Traffic Study.		
Stacking Spaces may not utilize Public Right-of-Way or impair vision triangle.		

7.13.5 Maximum Number of Parking Spaces. No development shall exceed 125% of the minimum number of required parking spaces.

7.14 Surfacing

7.14.1 All off-street parking facilities, loading and unloading areas, vehicular storage areas and drives, and access to and from such areas shall be surfaced and maintained with a minimum of four (4)

inches of asphalt, or concrete meeting the specifications of the City Engineer to create a permanent all-weather, dust-free surface. Such paving must be completed prior to occupancy of the facility that the paving is intended to serve, unless temporary occupancy approval is received from the Zoning Administrator. Applies on MF, C, M, FL, FH, IF, LI, and HI Parcel Types.

- a. The Zoning Administrator upon receiving a specific written request from an owner of a property may authorize six (6) inches of approved aggregate, as determined by the Engineer, as an alternative to these surfacing requirements for the following:
 - 1. Emergency Access Roads;
 - 2. Driveways and parking areas beyond the RBL on Residential Parcel Types; and
 - 3. Driveways from alleys to a rear garage or parking area.
- b. The Zoning Administrator upon receiving a specific written request from an owner of a property may authorize six (6) inches of approved aggregate as an alternative to these surfacing requirements for the following:
 - 1. Temporary occupancy for a time period not to exceed twelve (12) months prior to accomplishing the required paving or a portion thereof. Should the owner receive approval of the Zoning Administrator for a delay in paving, the owner shall, prior to occupancy, present written verification to the Zoning Administrator that guarantees all paving shall be complete prior to the deadline given by the Technical Review Team.
 - 2. A five (5) year exemption on IF, LI, and HI Parcel Types for driveways, parking and loading and unloading areas within the limits of a designated future building expansion.

7.15 Construction of Improvements Downstream From An Existing Watershed Dam

- 7.15.1 Construction of improvements downstream from an existing watershed dam shall be safely above prescribed flood routing levels, as shown by flood routing and breaching studies, to implement the intent of PlanELC and to coordinate with County Watershed District objectives, the following additional requirements shall be met as conditions of approval for such improvements:
 - a. Applicants for such improvements found to be within the boundaries of an existing watershed district shall be referred to the relevant watershed district board or soil conservation services office for review and comments, and shall be made subject to the review of the Zoning Administrator and Floodplain Manager.
 - b. Upon receipt of comment from the watershed district board, the Zoning Administrator will review the comments.
 - c. The Zoning Administrator shall require, as a condition of approval, the developer to prepare relevant routing and breaching studies, or an update of an existing study, if applicable.

7.16 Sign Regulations

7.16.1 Any sign, billboard, or other device which shall direct attention to any object, project, place, activity, person, institution, organization, or business erected, placed upon, or attached thereto any structure or land shall conform to the requirements of this article.

7.16.2 All signs, excluding temporary signs, regulated by this section shall be erected, installed and placed upon the property by a sign contractor, licensed by the Governing Body. No sign shall be erected until a valid sign permit has been issued by the Zoning Administrator.

- a. License. Any firm desiring to erect signs shall make application for a license on forms provided by the Zoning Administrator. The applicant shall provide all information requested.
- b. Bond. Before issuance of a sign contractor's license may be made, the applicant shall submit a surety bond in the amount of \$5,000 approved by the Zoning Administrator, conditioned that the principal will comply with all provisions of sign regulations, and further condition that the Governing Body, or any person that may be injured or damaged by the principal's failure to comply with such regulations, may sue on such bond to recover damages.
- c. Bond cancellation. A surety shall give notice in writing of bond cancellation to the Zoning Administrator. Said cancellation shall take effect ten (10) days after receipt of such notice; however, such surety shall remain liable for any injury or damage incurred prior to the effective date of such cancellation. In case of such cancellation, the principal shall be required to file another bond conforming with the requirements of this section prior to performing any work.
- d. Issuance and renewal. Upon receipt of an application in proper form, the payment of the fee, the bond as required, the Zoning Administrator shall issue a license pursuant to the provisions of these regulations. The license for a sign contractor shall be an annual license; it and the bond shall expire on December 31 following its issuance. The license shall be renewable each year upon payment of the prescribed license fee as set forth in the fee ordinance and submission of the required bond.
- e. Permit and fee. To obtain permits for erecting a sign, the applicant shall first furnish to the Zoning Administrator all pertinent data on forms or as required by the Zoning Administrator prior to commencing work. Each sign shall require a separate permit and fee. The fee amount for any license or permit required by this section shall be as set forth in the fee schedule.
- f. Inspection. An inspection shall be requested by the sign contractor for the Zoning Administrator to inspect signs upon completion of installation.

7.16.3 All Sign Construction

- a. All signs shall be constructed of noncombustible material, except as follows:

1. Combustible plastics may be used in the construction of letters, decorations and facings of any sign; provided that such plastics when so used shall burn no faster than two and one-half (2 ½) inches per minute in six one-hundredths (0.06) inches thickness, when tested in accordance with A.S.T.M. Standard Method Test for Flammability of Plastics over five one-hundredths inches thickness.
 2. Temporary signs less than ten (10) feet in height and located at least two (2) feet from any building, property line, or other sign may be constructed of combustible material.
 3. Combustible structural trim may be used on all signs.
- b. All letters, figures, characters and representations in cut-out or irregular form maintained in conjunction with, attached to, or superimposed on any sign shall be safely and securely built or attached to the sign structure.
 - c. Every sign shall be thoroughly secured by iron or other metal anchors, bolts, supports, rods, braces, guys, concrete, or other approved method.
 - d. Unless otherwise specified in these regulations, all signs shall be designed and constructed to withstand a wind pressure of not less than forty (40) pounds per square foot of area.
 - e. All illuminated signs shall be subject to the provisions of the city's electrical code.
 - f. Lights shall be permitted on freestanding signs, roof signs, wall signs, and billboards; provided that the reflectors shall be provided with proper glass lenses concentrating the illumination upon the area of the sign so as to prevent glare upon the street or adjacent properties.
 - g. All freestanding signs and the premises surrounding the same shall be maintained in a safe and secure manner by the owner.

7.16.4 Temporary Signs.

- a. All temporary signs shall be allowed subject to the following conditions:
 1. Type and Size.
 - (a) Each business establishment may display one temporary sign not to exceed twenty-four (24) square feet in area.
 - (b) All other temporary signs shall not exceed thirty-two (32) square feet in area. Said signs must be counted as part of the sign area allowance, but not the number of signs allowed per lot as indicated in the Sign Regulations Table (7.16.14) for the applicable Parcel Type.
 2. Approval. All temporary signs require the approval of the Zoning Administrator and must comply with the permitting and fee requirements of these sign regulations.

3. Time. Signs related to a specific event shall not be placed prior to a time and date set by the Zoning Administrator and must be removed no more than fifteen (15) days after the end of the event. All temporary sign permits expire three (3) months after issuance.
4. Installation. All temporary signs shall be securely fastened to the ground or supporting structure in a manner approved by the Zoning Administrator.
5. Location: All temporary signs shall only be permitted behind the RBL of the applicable Parcel Type on private property.
6. Temporary signs are not required to be installed by a licensed contractor.

7.16.5 Restrictions.

- a. Signs shall not prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a fire escape.
- b. Signs shall not be erected at the intersection of any street in such a manner as to obstruct free and clear vision.
- c. Signs shall not be erected at any location where by the reason of the position, shape, or color, may interfere with or obstruct the view of, or be confused with, any governmental traffic sign, signal, or device.

7.16.6 Prohibited signs.

- a. The following signs are prohibited in all Parcel Types:
 1. Portable signs, being any signs not permanently attached to a structure or the ground, except when meeting all conditions for and considered as a temporary sign.
 2. Swinging signs.
 3. No signs shall be erected, placed, maintained or supported upon the street, alley, sidewalk, or other public property without special approval.
 4. Any sign attached, mounted, placed, or painted on any unlicensed motor vehicle or trailer.
 5. Signs containing strobe lights, flashing parts, beacons, spotlights, reflective surfaces, mirrors and other such features that could be hazardous to the vision of passing motorists.
 6. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of providing signage not otherwise allowed by these regulations. This section does not prohibit the use of business logos, identification or advertising on vehicles primarily and actively used for business purposes and/or personal transportation.

7. Signs that imitate or resemble official traffic lights, traffic signs or traffic signals; signs that interfere with the effectiveness of any official traffic light, sign or signal.
8. Moving signs, including but not limited to spinners, propellers, searchlights, revolving signs and air-filled moving signs.
9. Inflatable signs, including balloons. Balloons smaller than three (3) feet in diameter shall be exempt.
10. Posters, signs and handbills affixed to any tree, vegetation, rock or utility pole.
11. Signs that emit smoke, visible vapors, sounds or odors. Open flames used to attract public attention are not permitted.
12. Signs placed in the public right-of-way, other than governmental signs or approved wayfinding signs.
13. Feather signs
14. Portable or temporary flashing or electronic message center signs.

7.16.7 Removal.

- a. All signs erected or maintained in violation of these regulations are subject to removal.

7.16.8 Dilapidated signs.

- a. All signs found to be dilapidated under this section shall have ninety (90) days from the date of adoption of these regulations to be repaired. Any signs not repaired within the ninety (90) day time frame shall be deemed to be in violation of this section and their legal nonconforming status, if any, is revoked.
- b. The Zoning Administrator or designee shall provide a notice to the property owner of property containing a dilapidated sign advising him/her of the dilapidation determination. Said notice shall contain the following information:
 1. Photo(s) of the dilapidated sign;
 2. Determination of what sign features deem the sign to be dilapidated and appropriate corrective actions needed; and
 3. Deadline for repair or removal of the dilapidated sign;
- c. Those dilapidated signs that are not brought into compliance within ninety (90) days of adoption of these regulations shall be subject to removal by the City, at the expense of the owner of the sign.

7.16.9 Nonconforming signs.

- a. Any existing sign not in conformance with the provisions of this section may be continued but may not be replaced except in conformance with these provisions.
- b. Existing signs which were lawful at the time, but made nonconforming by adoption or amendment to these regulations, shall be legal provided they are maintained in good condition. Nothing in these regulations shall prohibit the ordinary maintenance, repair or refurbishment of a nonconforming sign or replacement of a broken part of a nonconforming sign, including replacement and upgrade of Electronic Message Center/electronic technology. Replacement of copy, content or message may be considered ordinary maintenance.
- c. A legal nonconforming sign shall not be:
 - 1. Changed to another type of nonconforming sign, except that conversion of changeable copy signs to electronic message center signage shall not be considered a change in sign type;
 - 2. Physically changed or structurally altered to increase the square footage or height;
 - 3. Continued after more than twelve (12) months of abandonment or vacancy of the property; or
 - 4. Re-established in a different location on the lot.

7.16.10 Abandoned signs.

- a. Within forty-five (45) days of the adoption of these regulations, abandoned signs that are not classified as dilapidated shall have their sign panel replaced with a blank panel. Signs abandoned after the adoption of these regulations shall have forty-five (45) days to install the blank panel following of the date of abandonment or remove the sign completely including signage brackets, pole, or other related items associated to the sign.
- b. Panels shall be constructed of wood, hard plastic or other material typically used for permanent signage.
- c. Panels shall be painted one color and shall be maintained.
- d. Abandoned signs that do not meet these requirements are illegal and are subject to removal by the City at the expense of the owner of the sign.

7.16.11 Discontinuance of signs on public property. Signs, bulletin boards and billboards located on or above public property at the time of the passage of these regulations, except those specifically permitted herein or by the provision of any regulation of the city, shall be discontinued and removed within one (1) year after the effective date hereof; provided that this section shall not apply to signs belonging to public bodies and approved by the Governing Body, or authorized by law.

7.16.12 Appeals. Any person affected by the application of the provisions of this section may appeal to the Board of Zoning Appeals for a variance.

7.16.13 Exemptions and Exempt Signs.

- a. Sign Height Exception. Freestanding signs abutting a roadway with a higher-grade level in comparison to the sign or sign structure shall have sign height measured from the roadway level adjacent to the sign to the highest point of the sign or sign structure.
- b. The following are exempt from the provisions of this section, but may be subject to other regulations of the Governing Body.
 - 1. Signs not visible from a roadway.
 - 2. Window cling signs that are transparent in nature.
 - 3. Signs required by federal, state or local law. Signs erected by government agencies or utilities, including traffic, utility, safety, railroad signs and wayfinding signs.
 - 4. Professional name and address signs, provided said signs do not exceed 2 square feet.
 - 5. On premises security and warning signs, such as “no trespassing” signs.
 - 6. Political signs.
 - 7. Temporary banner signs under 24 square feet.

7.16.14 Sign Regulations Table. These regulations apply to all Freestanding, Wall, Roof, and Projecting Signs.

See Section 2.5 For Parcel Type Abbreviations		CH, SF-A, SF-D, MF	FL, FH	C	MU	IF, LI, HI
Number Allowed	Per lot	1	-	-	-	-
	Per façade facing ROW	-	1	2	2	2
	Per paved alley	-	1	1	1	1
Max. Size	Area (SF)	3 2	32	2x the lineal feet of each frontage	2x the lineal feet of each frontage	2x the lineal feet of each frontage
	Height (ft)	10	10	10	10	10
Projecting Signs						
Allowed		-	x	x	x	x
Min. Height Above Grade (ft)		-	8	8	8	8
Max. Distance projecting over public property (ft)		-	5	5	5	5
EMC (Electric Message Center)		-	x	x	x	x
Roof Signs						
Allowed		-	x	x	-	x
EMC (Electric Message Center)		-	x	x	-	x
Wall Signs						
Allowed		x	x	x	x	x
Unilluminated Home Occupation (City) 2 SF in area		x	x	-	x	-
Unilluminated Home Occupation (County) 32 SF in area		x	-	-	-	-
No more than 4 ft above wall		-	-	-	x	-
EMC (Electric Message Center)		-	x	x	x	x

7.16.15 Regulations Specific to Freestanding and Temporary Signs

See Section 2.5 For Parcel Type Abbreviations	CH, SF-A, SF-D, MF	FI, FH	C	MU	IF, LI, HI
Max. Height (ft)	-	-	-	-	30
Max. Area (SF)	-	-	-	-	500
Allowed	-	-	-	-	x

7.16.15 Regulations Specific to Billboards

Billboard					
Allowed	-	-	-	-	x
Max. Area (SF)	-	-	-	-	500
Max. Height (ft)	-	-	-	-	30
Min. Distance from property line (ft)	-	-	-	-	50
Min. Distance from other signs (ft)	-	-	-	-	1,000
EMC (Electric Message Center)	-	-	-	-	x

Notes:

- Freestanding and temporary signs exceeding six (6) square feet in area and four (4) feet in height above grade are prohibited on CH, SF-A, SF-D Parcel Types, and FH and FL Parcel Types where SF-A is the primary use, unless otherwise approved by the Zoning Administrator.
- EMC (Electric Message Centers) are prohibited on Parcel Types where residential is the sole use.

7.16.17 Enforcement.

- a. All signs shall be maintained in a safe and attractive manner and shall be free from structural, material and electrical defect or hazard. The property owner is responsible for assuring that signs on their property comply with the provisions of these regulations.
- b. The Zoning Administrator is authorized to exercise the following enforcement authority:
 - 1. Arranging for immediate removal of any dangerous sign that poses an immediate threat to the public safety. Such removal may be conducted without notice.
 - 2. Ordering, via written notification, removal of abandoned or dilapidated signs within forty-five (45) days of the date of the letter.
 - 3. Ordering, via written notification, removal of any illegal temporary signs by a date set by the Zoning Administrator. (Not to be less than forty-five (45) days)
 - 4. Confiscating any signs located in the public right-of-way or on public property, other than those specifically required to be permitted under state statute.
 - 5. Deny issuance of a sign permit for property that has outstanding sign violations or assessments, as established in this section.

7.16.18 Administrative correction, removal and forfeiture.

- a. The Zoning Administrator or designee may correct a violation of these regulations or remove any defective, dilapidated, abandoned or illegal sign if an order has been correctly issued and mailed or delivered and if:
 - 1. The sign has not been removed or repaired within the specified time limit; and
 - 2. The property owner or authorized representative has failed to file an appeal with the Board of Zoning Appeals by the specified time limit.
- b. The Governing Body shall have the right to recover from the owner or tenant placing such a sign the full costs of removal and disposal of said sign. If the cost is not recovered, the expenses may be assessed as a special assessment against the parcel on which the sign was located.
- c. For the purposes of this section, the term “sign” shall include all related signs, sign supports, brackets, lights and other related structures.

7.17 Telecommunication Towers

- 7.17.1 Application for Permit. Radio or television towers, communication towers, microwave transmitting and/ or receiving towers and/or stations, radio antennas, commercial satellite earth stations, base station antennas or wireless systems, omni-directional antennas and similar appurtenances may be allowed pursuant to issuance by the Zoning Administrator or with substantial changes the issue of a Conditional Use Permit, when such conditional use is provided for in the relevant Parcel Type regulations subject to the following requirements:

- a. None of the above appurtenances shall be required to comply with the lot size and height regulations of the Parcel Type on which they are located except as may be required by the conditions imposed upon the applicant.
- b. The tower and accessory equipment must meet all applicable requirements of the Federal Aviation Administration. To the extent allowed by such requirements, any required lighting for such tower shall be red during time of darkness.
- c. The applicant must provide financial assurance, satisfactory to the Governing Body, that all cost related to the requirements of these regulations will be met. Any such assurances required by the Governing Body shall comply with K.S.A 66-2019.

7.17.2 Fencing and Screening. Security fences must be constructed around or upon parcels containing towers and similar structures. Screening is not required for towers.

7.17.3 Setbacks and Landscaping. All landscaping on parcels containing towers or similar structures shall be in accordance with the applicable setback requirements in the Parcel Type where the tower or similar structures are located. Existing vegetation shall be maintained to the extent possible. The Governing Body may require additional landscaping as part of the Conditional Use Permit if to do so would make the tower or similar structures more compatible with the surrounding Parcel Types.

The Zoning Administrator may approve a longer distance reasonably necessary to protect adjoining property and public safety as required by K.S.A 66-2019, and approved as a conditional use as needed. Setback requirements are as permitted by Kansas State Law.

7.17.4 Security. All towers must be secured to protect against trespass or unauthorized use of the property, tower or similar structures.

7.17.5 Height requirements. A structure, pole, or antenna cannot exceed the height limit of the tallest allowable height of any of the Parcel Types by more than thirty (30) feet, unless a higher limit is provided for by State or Federal law.

7.17.6 Consideration of Conditional Use Permit.

- a. Except as hereinafter otherwise provided, a Conditional Use Permit application for a telecommunication tower shall be subject to the same procedures for consideration and action as applies to any other Conditional Use Permit application.
- b. The Planning Commission may recommend approval of a Conditional Use Permit, and the Governing Body may approve such permit for a telecommunications tower, using the following factors as guidelines:
 - 1. Whether approval of the conditional use would be consistent with the intent and purpose of, and meets the requirements of, these regulations;
 - 2. The aesthetic impact of the proposed telecommunications tower on the surrounding neighborhood;

3. Whether the positions of the applicant and/or the opponents are substantiated by substantial competent evidence or rather generalized concerns or unsubstantiated claims are made to the Planning Commission and/or Governing Body;
 4. Whether a Federal Communication Commission (FCC) license has been granted to the applicant authorizing provision of wireless services to the community and whether radio frequency emissions will comply with FCC regulations;
 5. The recommendation of professional planning staff;
 6. The expert testimony presented on behalf of and in opposition to the application; and
 7. Such other factors as may be relevant to the facts and evidence presented in the application.
- c. Consideration of an application for a Conditional Use Permit for a telecommunications tower shall be considered and acted upon by the Planning Commission and Governing Body in adherence to the limitations upon local authorities set out in K.S.A. 66-2019.
- 7.17.7 Revocation of permit. The Governing Body may revoke a permit for failure to comply with the provisions of these regulations consistent with any limitations upon the authority of the Governing Body as set out in the Federal and Kansas Law. To properly revoke a permit, the Governing Body must comply with the procedures set forth below:
- a. The Governing Body shall provide permittee with written notice of a cause for revocation and the intent to revoke and shall allow permittee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance. Together with the notice required herein, the Governing Body shall provide permittee with written findings of fact that are the basis of the revocation.
 - b. The Governing Body shall provide the permittee with the right to a public hearing before the Governing Body. Such public hearing shall follow sixty (60) days' notice. All interested parties shall be allowed an opportunity to be heard at the public hearing and present evidence.
 - c. Within thirty (30) days after the public hearing date the Governing Body shall issue a written order setting forth its findings of fact and conclusions of law forming the basis for its decision.
 - d. Upon written determination by the Governing Body to revoke a permit, the permittee may appeal the decision to a court of competent jurisdiction.
 - e. Upon permittee's failure to correct a violation, the Governing Body may issue an order to disconnect utilities to said tower to any utility company providing same. Said order shall not be issued prior to thirty (30) days from the date of the Governing Body's written determination. Said order shall be served upon the chief executive officer

thereof, together with the permittee at the last known address, and have attached to it the findings of the Governing Body.

7.17.8 Administrative Approval Authority.

- a. Administrative Approval. The Zoning Administrator may approve applications for Communication Towers for the following:
 - 1. The modification of an existing tower that does not incur a Substantial Change as defined in these regulations, to the tower, pole, or base station.
 - 2. New freestanding pole for antenna or wireless system in the public Right-of-Way.
 - 3. Proposed stealth measures designed to minimize potentially adverse visual effects on nearby properties, with consideration of design, unobtrusiveness, minimum height necessary to accommodate antennae, avoidance of artificial light, and the color of the telecom structure.
 - 4. Any other information requested by the City that is reasonably necessary for the City to fully evaluate the application.

7.17.9 Abandonment of Tower.

- a. In the event the use of any tower has been discontinued for a period of one year, or in the event that a permittee has taken no legal action within one hundred and eighty (180) days after the revocation of a tower permit, such tower shall be deemed abandoned.
- b. The Governing Body shall provide the tower owner with three (3) months' notice and an opportunity to be heard by the Governing Body for the purpose of permit revocation, before initiating an abandonment action.

7.17.10 Stealth design principles for telecommunication structures.

- a. Applies to MU Parcel Types and the Historic Downtown Overlay District.
- b. Stealth telecom structures shall be designed to blend in with the character and environment of the area in which they are proposed to be located, and to enhance compatibility with nearby Parcel Types by minimizing visual impacts. Pre-existing telecom devices that are modified or replacement shall incorporate the following design principles, as applicable to the type of telecom structure and character of the location:
 - 1. Preserve the pre-existing character of the area as much as possible.
 - 2. Minimize the height, mass and proportion of telecom structures to minimize impacts on the character of the nearby area.
 - 3. Minimize the silhouette presented by new towers, stealth monopoles, antenna support structures and antenna arrays. Monopoles are favored over lattice-type towers; antennas mounted inside an antenna support structure or monopole, or

mounted flush to the antenna support structure, are favored over triangular “top-hat” or other projecting external types of antenna arrays.

4. Use colors, textures, and materials that blend in with the existing environment; surfaces shall be painted, or otherwise treated, to match or complement existing background structures and surfaces, and to minimize reflection.
5. Conceal telecommunication facilities from view by placing inside a building, steeple, penthouse, clock tower, flagpole, or other appropriate structure. Architectural additions or appurtenances to existing antenna support structures that are intended to conceal telecommunication facilities, shall be designed to be appropriate in mass, scale, material, texture, color, and character with the existing antenna support structure.
6. Camouflage and/or disguise telecom structures to look like another type of structure or object, through methods including, but not limited to design, placement, use of materials, texture, color, year-round landscaping and screening, to blend in with the character of the surroundings, or integrate into the architectural elements and character of an existing antenna support structure to such an extent that it is indistinguishable by the casual observer from the structure on which it is located, or from the surroundings in which it is placed. Stealth monopoles designed to look like a flagpole shall utilize a flag that is appropriately sized for the height of the pole. Stealth monopoles disguised as a tree shall be of a height, character, and placement that is appropriate to the location.

Telecom structures mounted on roofs or similar structures shall be concealed from view by placement and setback from the edges and/or through use of architectural screening that is in character with the building or antenna support structure.

7. Locate telecom structures in areas where trees and/or buildings obscure some or all the telecom structures from view and install new year-round landscaping and screening around the site where visible from public streets or residential buildings.
8. Locate accessory equipment inside a building or in underground vaults when possible.
9. Screen ground-level telecom structures through use of walls, fencing or year-round landscaping, or combinations thereof, which is appropriate in design, height, and material to the character of the location and the structure to be screened.

7.18 Accessory Uses and Structures

7.18.1 Accessory uses are permitted in any parcel type in connection with any permitted principal use.

- a. Definitions. An accessory use is a structure or use which:
 - 1. Is subordinate to and serves a principal building and principal use.
 - 2. Is subordinate in area, extent or purpose to the principal building or buildings served.
 - 3. Contributes to the comfort, convenience or necessity of occupants, business or industry in the principal building or principal use served
 - 4. Is located on the same tract as the principal building or principal use served.

7.18.2 Permitted accessory uses. Any structure or use that complies with the terms of 7.18.1.a. may be allowed as an accessory use or structure accessory structures and uses include, but are not limited to, the following list of examples provided that in each case such structure or use must fit the general definition of "accessory use" contained in 7.18.1.a.

- a. Private garages.
- b. A child's playhouse.
- c. A private swimming pool
 - 1. Swimming pools 36 inches in depth or more shall be enclosed with a fence or wall of a height of 42 inches. All gates shall be equipped with self-closing device to keep the gate closed at all times. Fences and walls must contain no openings, holes or gaps over 6 inches.
- d. An Accessory Dwelling Unit, with a conditional use permit. Section 3 outlines the Building Standards for Accessory Buildings.
- e. Statuary, arbors, trellises, barbecue stoves, flagpoles, fences, walls, hedges and radio and television antennas.
- f. Fallout shelters, provided that they shall not be used for any principal or accessory use not permitted for the Parcel Type.
- g. Storage of major recreational equipment, such as boats, boat trailers, camping trailers, converted buses or trucks, motor homes, provided no such equipment is occupied for dwelling purposes and is not location in the front setback. All recreational equipment must be parked on hard surfacing.
- h. Restaurants, drug stores, gift shops, club and lounges and newsstands when located in a permitted hotel, motel or office building.
- i. Employee restaurants and cafeterias when located in a permitted business or manufacturing or industrial building.

- j. Offices for permitted business and industrial uses when said office is located on the same site as the business or industry to which it is an accessory.
- k. Retail sales for permitted industrial uses when located on the same site as the industrial use.

7.18.3 Prohibited accessory uses. None of the following shall be permitted as an accessory use:

- a. Outdoor storage or overnight parking in a residential use parcel type of commercial trucks, trailers, or related vehicles. This includes such vehicles parked in the public right of way.
- b. Outdoor storage of commercial or industrial goods or products in a residential use parcel type, except as specifically permitted in these regulations.
- c. Storage containers in all residential use parcel types (also known as sea van, cargo storage, sea-land container, storage pods, shipping container) or any unit the Zoning Administrator deems to be consistent with storage containers. A temporary permit can be issued to allow moving pods or related containers for up to 30 days or in conjunction with a valid building permit for the property said container is located on. Said container must be removed within 30 days of final inspection.

7.18.4 Accessory buildings and Structures. Detached accessory buildings or structures must be located behind the front building line and may be located no closer than five (5) feet from the principal building.

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Emporia
Kansas

SECTION 8

OVERLAY AND OTHER DISTRICTS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 8 OVERLAY AND OTHER DISTRICTS

- 8.1 Purpose
- 8.2 Applicability of Regulations
- 8.3 Elderly Housing Overlay District (EH-O)
- 8.4 [Reserved for Future Use]
- 8.5 Historic Conservation Overlay District (HC-O)
- 8.6 Mobile Home Park District (MP)
- 8.7 Manufactured Home Subdivision District (MHS)
- 8.8 Cluster Housing
- 8.9 Planned Unit Development Overlay District (PUD)

8.1 Purpose

- 8.1.1 The purpose of this section is to provide for the continuation of certain overlay districts and special districts which were in the previous body of zoning regulations but are not provided for in Section 2 Regulating Plan.
- 8.1.2 Because the districts set out in this section are not listed in the uses table in Section 7.5, the allowed uses, both permitted and conditional, are instead identified in the relevant regulations for each of the districts, as follows in this section, and as provided in 8.2.1.

8.2 Applicability of Regulations

- 8.2.1 Unless otherwise expressly stated, the uses which are permitted or conditional in the overlay districts are those of the underlying parcel type, plus any additional uses allowed by the overlay district regulations.
- 8.2.2 When there are conflicts between the development standards of the underlying parcel type (e.g., yard regulations, street and landscape standards) and those of the overlay district the standards of the overlay district will govern.
- 8.2.3 Unless otherwise expressly stated, applications for overlay, MP or MHS designation, and consideration and action on the applications shall follow the procedures and requirements for zoning amendments set out in Section 9.

8.3 Elderly Housing Overlay District (EH-O)

- 8.3.1 Intent. The regulations set forth in this section, or set forth elsewhere in these regulations, when referred to in this section, are the regulations for the Elderly Housing Overlay District (EH-O). This residential overlay district is intended to provide appropriate sites for the development of elderly housing opportunities and related facilities in locations convenient to public facilities, shops and other needs of its senior citizens for Parcel Types: SF-A, SF-D, MF, MU and FL. The densities allowed in the district should provide for adequate light, air, privacy and open space for passive recreation and landscaped amenities. In addition, such developments should contain ample-sized meeting rooms and recreational facilities for the comfort and convenience of the occupants. This overlay district is designed to provide for the existence of significant facilities and services specifically designed to meet the physical or social needs of older persons. The

principal use of land may be for one or several building types ranging from elderly housing, congregate living facilities, residential retirement developments, life care facilities for elderly people and nursing homes.

8.3.2 Eligibility. Housing which qualifies for inclusion in this overlay district is development providing living units specifically designed for the needs of elderly persons. To qualify as elderly housing the housing units must meet one of the following conditions:

- a. The units are intended for and solely occupied by persons 62 years of age or older per unit; or
- b. At least 80 percent of the units are intended for, and occupied by, at least one person over 55 years of age or older per unit; or
- c. A unit is occupied by the surviving member(s) of a household, regardless of age, if at least one person in the household met the age requirements of either subsections a. or b. above, provided that person was a resident of the overlay district at the time of that person's death; or
- d. A unit is occupied by the owner or management personnel, including a family, which has demonstrated an intent to provide housing for persons 55 years of age or older.

8.3.3 Permitted Uses. In the Elderly Housing Overlay District, no building, land or premises shall be used and no building or structures shall be hereafter erected or altered unless otherwise provided for in these zoning regulations, except for the following uses:

- a. Any use permitted in the underlying SF-A, SF-D, MF, MU or FL Parcel Types.
- b. Nursing homes, rest homes, convalescent homes, congregate living facilities, residential retirement developments, and
- c. Accessory buildings and uses, which are customarily incidental to providing on-site services for residents and guests of the developments in the Elderly Housing Overlay District.

8.3.4 Minimum Safety Regulations. All structures shall be constructed to the following minimum safety standards:

- a. An accessible route into and through the dwelling.
- b. All doors shall be of sufficient width to accommodate wheel chairs.
- c. All areas of public use shall have doors of sufficient width to accommodate wheel chairs.
- d. Wherever steps are located, ramps or elevators shall also be provided.
- e. Cooking units shall have no open flame.
- f. Emergency signal facilities shall be provided in each residential unit and shall register a signal at a central location.

- g. Electric outlets shall be located at least 24 inches above floor level; in general, light switches, electrical outlets, thermostats and other environmental controls shall be located in accessible locations.
- h. Grab bars shall be located around all tubs and showers.
- i. Toilet areas shall be adaptable for the installation of grab bars; in general, the structure shall have reinforcements in bathroom walls to allow later installation of grab bars.
- j. All floor surfaces shall be nonskid.
- k. Central heating and air conditioning units shall be individually adjustable for each residential unit.
- l. Usable kitchens and bathrooms shall be constructed such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for Buildings and Facilities providing accessibility and usability for physically handicapped people (commonly cited as "ANSI A117.1") suffices to satisfy the requirements of this section, unless a more specific standard applies.

A storm shelter may be required by the Governing Body to be provided in a central location and shall have a capacity capable of sheltering residents. Determination of necessary capacity shall be made by the Zoning Administrator.

8.3.5 Parking Regulations.

- a. One parking space per separate dwelling unit;
- b. One parking space per six dwelling units for guest parking;
- c. One parking space per three non-resident employees on the maximum working shift;
- d. One parking space for each 100 square feet of floor area used for assembly or recreation in the building;
- e. One parking space for each 100 square feet of gross floor area in the building used for a restaurant exclusive of the area used for utilities and building service;
- f. One parking space for each 100 square feet of floor space in the building used for retail trade, or used by the public.

8.3.6 Height, Area and Yard Regulations.

- a. Height. Buildings or structures shall not exceed forty-five (45) feet and/or three (3) stories in height.
- b. Yards:
 - 1. Front Yard. The depth of the front yard shall be at least twenty (20) feet.

2. Side Yard: There shall be a side yard of at least ten (10) feet on each side of a dwelling. All detached accessory buildings shall provide a minimum side yard of at least ten (10) feet.
 3. Rear Yard: The depth of the rear yard shall be at least twenty (20) feet. All detached accessory buildings shall provide minimum rear yard of at least twenty (20) feet.
- c. Lot Area Per Dwelling Unit:
1. Single Unit: 5,400 sq. ft.
 2. Two Units: 2,700 sq. ft.
 3. Three or more Units: 1,800 sq. ft.
- d. Minimum District Size: The minimum district size shall be two (2) acres.
- 8.3.7 Other Regulations. Additional standards required of developments in the EH-O District are:
- a. All development of structures shall occur in conformance with an approved plan of development showing the phases of construction.
 - b. All yard requirements for each structure shall be shown on such plan.
 - c. All minimum land area per dwelling unit requirements shall be shown on such plan.

8.4 [Reserved for Future Use]

8.5 Historic Conservation Overlay District (HC-O)

- 8.5.1 Intent. The HC-O, Historic Conservation Overlay District, is intended to:
- a. Encourage development that conforms to the size, orientation and setting of existing buildings in a neighborhood or area;
 - b. conserve and improve the value of property in and around designated landmarks and other historic properties within the community;
 - c. foster and encourage preservation, restoration, and rehabilitation of structures, areas and neighborhoods;
 - d. conserve the cultural resources, historic resources and property values within an identified neighborhood or area; and
 - e. foster civic pride in the beauty and noble accomplishments of the past as represented in the city's landmarks, historic districts, and historic resources.
- 8.5.2 Selection Criteria. An HC-O Overlay District must be a geographically defined area that has a significant concentration, linkage or continuity of sites that are united by physical development, architecture or history. Emphasis shall be upon compact, contiguous areas. To be eligible for HC-O overlay zoning, the underlying zoning of the area must permit one or more of the

following Parcel Types: SF-A, SF-D, MU, MF, FL, FH or C; and the area must comply with the following criteria:

- a. The general pattern of development, including streets, lots and buildings, must have been established at least 50 years prior to creation of the district.
 - b. The area must possess built environmental characteristics that create an identifiable setting and character.
 - c. The area must be covered by a neighborhood or area plan approved by the Governing Body.
 - d. The designated area must be a contiguous area of at least 3 acres in area. Areas of less than 3 acres may be designated if they abut an existing HC-O district.
 - e. The area should embody distinguishing characteristics of architectural styles valuable for the study of a period, type, method of construction, or use of indigenous materials.
 - f. The area should be identified as a work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state or nation.
 - g. The area should embody elements of design, detailing, materials, or craftsmanship that render it architecturally significant, or structurally or architecturally innovative.
 - h. The area should have a unique location or singular physical characteristics that make it an established or familiar visual feature.
- 8.5.3 Uses. The HC-O Overlay District does not regulate the use of land or the use of buildings or structures. The uses are controlled by the regulations of the underlying Parcel Type.
- 8.5.4 Development/Design Standards. In establishing an HC-O District, the Planning Commission is authorized to propose, and the City Commission is authorized to adopt, by ordinance, district-specific development and design standards to guide development and redevelopment within the HC-O district.
- a. When development/design standards have been approved, each application for alteration within the designated HC-O district must comply with those standards.
 - b. When there are conflicts between the development standards of the underlying district and adopted HC-O district development standards, the HC-O development/design standards will govern.
 - c. The development/design standards will be administered by city staff in accordance with adopted administrative policy.
 - d. The City Commission is the final decision-making authority in determining whether a proposed project meets the adopted development/design standards.

- e. The Board of Zoning Appeals will have no authority to grant interpretations, exceptions or variances from the adopted development/design standards.
- 8.5.5 Establishment of Overlay District. An HC-O district is established only upon application of property owners and in accordance with the amendment procedures of Section 9, subject to the following provisions:
- a. Applications may only be initiated by petition signed by both (1) the owners of record of at least 70% of the area within the proposed HC-O district and (2) at least 70% of the number of record owners of property within the proposed overlay district.
 - b. The Planning Commission must submit written recommendations to the City Commission regarding the creation of HC-O districts consistent with 8.5.6.b.
- 8.5.6 Procedure. Upon receipt of an application for HC-O district zoning, the following procedures apply:
- a. Unless otherwise expressly stated, the amendment procedures of Section 9 apply.
 - b. Following public hearing, the Planning Commission shall make a recommendation that the HC-O district be approved, approved with condition(s) or denied. The recommendation shall be accompanied by a report to the City Commission containing the following information:
 - 1. An explanation of how the area meets or does not meet the selection criteria contained in Section 8.5.2;
 - 2. In the case of an area found to meet the criteria in Section 8.5.2, a description of the general pattern of development, including streets, lots and buildings in the area;
 - 3. An explanation of the planning and zoning implications related to the designation of the proposed area and related to the district-specific development and design standards recommended by the Planning Commission;
 - 4. District-specific development and design standards to guide redevelopment and development within the district; and
 - 5. A map showing the recommended boundaries of the HC-O District.

8.6 Mobile Home Park District (MP)

- 8.6.1 Intent. The intent of the MP District is to provide for a special zoning district for low density mobile home park developments which are compatible with the character of the surrounding neighborhood in which they are located. Mobile home parks are residential uses and should be located in areas where services and amenities are available such as those found in residential areas comprised of site-built houses.

- 8.6.2 Permitted Uses. In the MP District no building land or premises shall be used and no building or structures shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:
- a. Mobile homes.
 - b. Public park and recreation areas.
 - c. One single-family dwelling for use of the mobile home park operator, provided that the dwelling meets all lot area and setback requirements for the SF-D (Infill) Parcel Type.
- 8.6.3 Conditional Uses. In the MP District the following uses are allowed upon the issuance of a Conditional Use Permit in accordance with the provisions of Section 9:
- a. Any public building or land used by any department of the city, county, state, or federal government.
 - b. Churches, synagogues and other similar places of worship.
 - c. Telephone exchange, electric substations, cable television, or other similar utilities.
 - d. Public or private schools, elementary, junior high and high schools.
- 8.6.4 Home Occupations. Regulations relating to home occupations in the MP District are set out at Section 7.
- 8.6.5 Accessory Uses. Regulations relating to accessory uses in the MP District are those which apply to the SF-D (Infill) Parcel Type.
- 8.6.6 General Requirements.
- a. The tract to be used for a mobile home park shall not be less than five acres, unless it is an extension of an existing mobile home park.
 - b. Mobile homes shall be placed on leased spaces and not permitted to be placed on permanent foundations.
 - c. Construction shall commence within a period of one year following the approval of the Governing Body of the final plan and shall be completed within a period of two (2) years. If construction is not completed within two (2) years, the applicant may request an extension from the Governing Body.
- 8.6.7 Specific Requirements.
- a. Water. All mobile home parks shall be connected to a public water supply. Individual water service connections shall be provided at each mobile home space and the size, location and installation shall be in accordance with the applicable plumbing code.
 - b. Sewage disposal. All mobile home parks shall be connected to a public sewage disposal system where such public sewer is within 500 feet of the boundary of the MP District. The individual sewage connections shall be provided at each mobile home space and the size, location and installation shall be in accordance with the applicable plumbing code.

- c. Community buildings and grounds. All community buildings and common grounds of the park shall be maintained in a clean, sightly condition and kept free of any condition menacing the health of any occupant of the park or the public or constituting a nuisance.
- d. Utilities. Electric, telephone and cable television service lines shall be installed underground and shall be in accordance with city codes and utility company specifications.
- e. Refuse and garbage. The park operator shall ensure that the storage, collection, and disposal of refuse in the park shall be so conducted as to create no health hazards, rodent harborage, insect breeding areas, accidents, fire hazards or air pollution. All refuse shall be stored in fly-tight, watertight, rodent- proof containers in racks designed so as to prevent the containers from being tipped, to minimize spillage and container deterioration and to facilitate cleaning around them. Refuse and garbage shall be removed from the park at least once a week.
- f. Blocking. All mobile homes shall be blocked at a maximum of ten (10) foot centers around the perimeter of each mobile home and this blocking shall provide sixteen (16) inches by sixteen (16) inches bearing upon the stand.
- g. Tie-downs and ground anchors. All mobile homes shall be secured to the ground by tie-downs and ground anchors in accordance with the Mobile Home and Recreation Vehicle Code K.S.A. 75-1211 to 75-1234, and amendments thereto.
- h. Skirting. Each mobile home shall be provided with skirting on all sides and such material used as skirting shall be harmonious with the composition, color and texture of the material used in the construction of the mobile home.

8.6.8 Application for Preliminary Approval. An applicant for a zoning for the MP District shall prepare a preliminary mobile home park plan, drawn to a scale of not less than one inch equals one hundred (100) feet, and five (5) copies of said plan shall be submitted to the Planning Commission for its review and recommendation. Said plan shall be designed in accordance with Section 8.6.6, General Requirements, and Section 8.6.7, Specific Requirements, shall have contours at two (2) foot intervals and shall conform with the following requirements:

- a. The park shall be located on a well-drained site, properly graded to ensure rapid drainage and freedom from stagnant pools of water.
- b. The park shall have a maximum density of eight (8) mobile homes per gross acre and space shall be provided for each mobile home consisting of a minimum of three thousand six hundred (3,600) square feet.
- c. Each mobile home space shall be at least forty (40) feet wide and clearly defined.

- d. Mobile homes shall be so located on each space that there shall be at least a twenty (20) foot clearance between mobile homes; provided, however, that with respect to mobile homes parked end-to-end, the end-to-end clearance shall be not less than fifteen (15) feet. No mobile home shall be located closer than twenty-five (25) feet from any building within the park or from any property line bounding the park.
 - e. All mobile home spaces shall front upon a private roadway of not less than twenty-seven (27) feet in width, which shall have unobstructed access to a public street. Thirty (30) feet of private roadway shall be required where parking is allowed in the roadway.
 - f. Walkways not less than thirty (30) inches wide shall be provided from the mobile home spaces to service, community buildings, or storm shelters.
 - g. All roadways and walkways within the mobile home park shall be surfaced with asphalt, concrete or asphaltic concrete and adequately lighted at night with electric lamps.
 - h. Paved off-roadway parking shall be provided at the rate of two (2) spaces for each mobile home space.
 - i. A community building may be provided which may include recreation facilities, laundry facilities, and other similar uses.
 - j. A recreational area shall be provided at a central location in the mobile home park at the minimum rate of two hundred (200) square feet for each mobile home space but in no event shall an individual recreational area be less than five thousand (5,000) square feet.
 - k. A centrally located storm shelter shall be provided within the park. Such storm shelter shall be located underground unless engineered drawings are approved by the building official for above ground installations. Space within the shelter shall be provided at a rate determined by the Zoning Administrator to be adequate to accommodate all occupants of the park.
 - l. A solid or semi-solid fence or wall and a ten (10) foot landscaped buffer area shall be provided between the mobile home park and any adjoining residential use. Said fence or wall shall not be less than four (4) feet high nor more than six (6) feet high and shall have a visual density of at least eighty (80) percent. The operator of the park shall be responsible for the maintenance of the fence or wall and the landscaped buffer area.
 - m. Each mobile home space shall be provided with a paved patio or equivalent, other than parking space, of not less than two hundred (200) square feet.
- 8.6.9 Final Plan. Upon approval of the preliminary plan by the Planning Commission, the applicant shall prepare and submit a final plan, which shall incorporate any changes or alterations requested by the Planning Commission. The final plan shall be reviewed by the Planning Commission and its recommendations shall be forwarded to the Governing Body for review and approval. The final plan shall be filed and recorded with the Lyon County Register of Deeds as if it were a final subdivision plat.

- 8.6.10 Visible Lot Numbers. All mobile home lots shall be clearly numbered with a permanent marker placed at the front of the lot line or on the street side of the mobile home. All such numbers shall follow a consecutive numbering system for mobile homes fronting on the same roadway. All such numbers shall be clearly visible and at least two (2) inches in height.

8.7 Manufactured Home Subdivision District (MHS)

- 8.7.1 Intent. The intent of the MHS District is to provide a special zoning district for low density manufactured housing development which would be compatible with the character of the surrounding neighborhood.
- 8.7.2 Permitted Uses. In the MHS District no building shall be used and no building or structures shall be altered, enlarged or erected, which is arranged, intended or designed for other than one of the uses listed below:
- a. Manufactured housing, single-family occupancy.
 - b. Churches, synagogues and other similar places of worship.
 - c. Public park and recreation areas.
- 8.7.3 Conditional Uses. In the MHS District the following uses are allowed upon the issuance of a Conditional Use Permit in accordance with the provisions of Section 9:
- a. Any public building or land used by any department of the city, county, state or federal government.
 - b. Telephone exchange, electric substations, cable television or other similar utilities.
 - c. Public or private schools, elementary, junior high and high schools.
- 8.7.4 Intensity of Use. No manufactured housing shall be placed on a lot having less than five thousand (5,000) square feet of area. The maximum lot coverage by the principal building shall be fifty (50) percent.
- 8.7.5 Height Regulations. No building shall exceed thirty-five (35) feet in height except as otherwise provided in Section 7.2.
- 8.7.6 Yard Regulations
- a. Front yard. Front yards on arterial or collector streets shall conform with the provisions applicable to SF-D (Infill).
 - b. Side yard. There shall be a side yard on each side of a principal building of not less than eight (8) feet. Accessory structures that are at least ten (10) feet from the main building may be located within five (5) feet of a side property line.

- c. Rear yard. There shall be a rear yard having a depth of not less than twenty (20) feet or twenty (20) percent of the average depth of the lot, whichever amount is smaller.
- 8.7.7 Sign Regulations. Sign regulations for the MHS District are set out in Section 7.16
- 8.7.8 Parking Regulations. Parking regulations for the MHS District are the same as those set out in Section 3 for the SF-D Parcel Type.
- 8.7.9 Performance Standards. The following performance standards shall apply to all manufactured housing lots in the MHS District:
 - a. Minimum size. Manufactured housing shall have a minimum width of ten (10) feet and contain a minimum of four hundred-fifty (450) square feet.
 - b. Fences. Fencing on each lot shall comply with the fence regulations of the City of Emporia.
 - c. Skirting. Unless placed on a permanent foundation, manufactured housing shall be provided with skirting on all sides and shall be of material harmonious to the manufactured home.
 - d. Blocking. Unless placed on a permanent foundation, manufactured housing shall be blocked at a maximum of ten (10) foot centers around the perimeter of each manufactured home and this blocking shall provide sixteen (16) inches by sixteen (16) inches bearing upon the stand.
 - e. Utilities. All utility connections shall be in conformance with city codes.
 - f. Tie-downs and ground anchors. Unless placed on a permanent foundation, manufactured housing shall be secured to the ground by tie-downs and ground anchors in accordance with the Mobile Home and Recreational Vehicle Code K.S.A. 75-1211 to 75-1234, and amendments thereto.
 - g. Area. The tract shall not be less than five (5) acres.
 - h. Platting. The area shall be platted in accordance with applicable subdivision regulations.

8.8 Cluster Housing.

The concept of clustering of lots by grouping building sites close together to allow for communal open space and economics in development may be allowed for new subdivision developments provided that the following requirements are met in addition to the normal platting requirements.

- 8.8.1 Definition. Cluster. The grouping together of a series of residential lots on only a portion of a larger tract as a special district. Each individual lot may be of less area than required by the district in which it is located, but the average density of the entire tract must not be less than 80% of the underlying district regulations.

- 8.8.2 Where allowed. Any new subdivision of land, in any area where residential is a permitted use may employ the concept of cluster housing when submitting a plat for subdividing.
- 8.8.3 Common open space. The land set aside and not used for individual lots of public streets shall be for the use and enjoyment of all residents of the subdivision and shall be preserved and maintained.
- 8.8.4 Maintenance agreement. All common open space shall be jointly owned by the owners of the individual lots and agreements setting forth the responsibility of maintaining such open space and facilities shall be filed with the subdivision application and recorded with the Lyon County Register of Deeds upon approval of the plat. All such agreements shall be in accordance with K.S.A. 58-3101 et seq.
- 8.8.5 Lot reduction. Individual lots shall not be reduced to less than fifty (50) percent of the area required by the district in which the subdivision is located. Lot width shall not be reduced to less than forty-five (45) feet.
- 8.8.6 All other provisions in these regulations shall apply.

8.9 Planned Unit Development Overlay District (PUD)

- 8.9.1 Intent. It is the intent of the Planned Unit Development District to encourage innovation in residential, commercial and industrial development by greater variety in type, design, and layout of buildings, to encourage a more efficient use of land reflecting changes in the technology of land development; to encourage the expansion of urban areas incorporating the best features of modern design while conserving the value of the land; and to provide a procedure which relates the type, design and layout of development to the particular site and the particular demand at the time of development in a manner consistent with the preservation of property values within established neighborhoods.

The PUD District is an overlay zone. The developer shall submit preliminary and final development plans in accordance with the provisions and conditions set out in section 8.9.

- 8.9.2 General Provisions. A planned unit development shall be in general conformity with the provisions of the comprehensive plan, and shall not have a substantially adverse effect on the development of the neighboring area. The plan shall consist of a preliminary plan for development of the entire tract and for a final plan of development for individual portions of the plan.
 - a. Permitted uses: The applicant may propose any mixture of land uses including residential, commercial, and/or industrial uses.
 - b. Bulk regulations including front, rear and side yard setbacks, and structure height: Generally consistent with the existing district on the proposed site, but may be varied for a specific site as proposed by the developer when so approved.
 - c. Parking: Off-street parking and loading areas shall be provided for all uses within the district in accordance with the requirements of these regulations, unless it is

determined by the Planning Commission and the Governing Body that other parking ratios are more appropriate for a specific proposal.

8.9.3 Specific Standards and Conditions

- a. The applicant shall satisfy the Planning Commission that he or she has the ability to carry out the proposed plan and shall prepare and submit a schedule of construction. The proposed construction shall begin within a period of eighteen (18) months following approval of a final plan by the Governing Body. The time period established for the commencing of the plan may be modified from time to time by the Planning Commission upon the showing of good cause by the developer. In the event the landowner shall fail to commence the planned unit development within eighteen (18) months after final approval has been granted by the Governing Body, such approval shall terminate and shall be deemed null and void unless such time period is extended upon written application by the developer. An application for extension shall be heard by the Planning Commission. The Planning Commission may recommend approval or disapproval of the application to the Governing Body. The Governing Body may approve the application, disapprove the application, or table the application pending further information. No more than one extension of time of eighteen (18) months shall be granted.
- b. The site shall be accessible from public roads that are adequate to carry the traffic that will be generated by the proposed development. The streets and driveways on the site of the development shall be adequate to serve the residents or occupants of the proposed development. Streets may be either public or private streets, however all private streets shall be of a size that will carry anticipated traffic and shall be paved. If it is determined that traffic control signals are required to prevent traffic hazards or congestion upon adjacent streets, the control signals shall be provided at the developer's expense.
- c. The development shall not impose an undue burden on public services and facilities.
- d. The application for a planned unit development shall be signed by all owners of the land at the time of application. The plan may have areas designated for sale after platting or development.
- e. The location and arrangement of structures, parking areas, walks, lighting, and facilities shall be compatible with the surrounding land uses, and any part of a planned unit development not used for structures, parking, loading areas, or access ways shall be landscaped or otherwise improved.
- f. When a commercial or industrial planned unit development or a commercial or industrial use within a mixed use development abuts a residential Parcel Type, either adjacent to or within the planned development, a solid or semi-solid fence or wall from six (6) to eight (8) feet in height and having a visual density of not less than eighty percent (80%) per square foot shall be erected. Such fence or wall shall be on or within three (3) feet of the property line separating the use from the residential Parcel Type.

Screen plantings may be used provided the type, size and number are shown on the final development plan and are approved by the Planning Commission. All required screening and plantings shall be maintained.

- g. Setbacks shall be as required by the Parcel Type in which the planned unit development is located unless otherwise specifically approved by the Planning Commission and Governing Body.
- h. The planned unit development shall include such provisions for the ownership and maintenance of the common open spaces and private streets as are reasonably necessary to insure its continuity, care, conservation, and maintenance, and to insure that remedial measures will be available to the Governing Body if such is allowed to deteriorate, or is not maintained in a condition consistent with the best interest of the planned development or of the entire community.
- i. No residential use shall have vehicular access onto an arterial street.
- j. Sidewalks shall be provided for on all private streets in accordance with the size, construction and location of sidewalks on public streets. An alternative pedestrian and sidewalk plan may be developed which provides pedestrians access between each use in the planned unit development, and consideration shall be given to providing for bicycle traffic along arterial and collector streets and along the approved pedestrian sidewalk system.

8.9.4 Application Process. The process for PUD approval is a two-step process. The applicant shall submit application for preliminary approval to the Planning Commission which shall conduct a public hearing on the application. The recommendation of the Planning Commission shall be submitted to the Governing Body for approval. The developer may then submit a final plan on the entire project or for designated areas to the Planning Commission for approval. The recommendation of the Planning Commission on the final plat is then submitted to the Governing Body for its final approval and/or acceptance of street rights-of-way and utility easements.

8.9.5 Preliminary Plan.

- a. An application for a PUD shall be handled in the same manner as prescribed for rezoning, including notice, advertisement of public hearing, protest and adoption. If lots are to be platted for sale, then the preliminary plan shall also be considered as a preliminary subdivision plat.
- b. The applicant shall prepare and submit five (5) copies of the preliminary development plan for review and approval of the Planning Commission, which plan shall be prepared by a licensed engineer or land surveyor and shall include:
 - 1. A site plan showing:
 - (a) Contours at intervals of two (2) feet.

- (b) General location, size and use of all proposed structures, with all setbacks shown or the design of individual lots that are to be later developed or sold including lot, block, easements and public right-of-way if required.
 - (c) All points of ingress and egress, driveways, parking lots, parking spaces and service areas.
 - (d) All streets adjoining subject property and the width of the existing right-of-way of such streets.
 - (e) All public or private streets desired in the planned unit development along with any required and proposed sidewalks and or pedestrian ways.
 - (f) Areas set aside for public open space with the type of facilities planned for each area indicated.
 - (g) Intensity of use of each space.
 - (h) Location of natural features such as ponds, tree clusters, etc.
 - (i) Location and proposed type of all required and proposed screening.
2. A full legal description of the boundaries of the property or properties to be included in the PUD.
 3. A vicinity map showing the general arrangements of streets and use of land of property within one thousand (1,000) feet from the boundaries of the proposed PUD.
 4. If the proposed development includes common open spaces, streets, recreational facilities, or other common ownership, a statement describing the provisions for the care and maintenance of such common spaces. If it is proposed that such open space be owned and/or operated by an entity other than a governmental authority, copies of the proposed articles of incorporation and bylaws of such entity shall be submitted.
 5. Where a proposal calls for construction in parcels over a period of years, a proposed schedule showing a proposed time and sequence for final approval of all sections shall be submitted.
 6. Action by the Planning Commission. The Planning Commission shall conduct a public hearing on the preliminary plan following the same procedure as for any other rezoning application. The Planning Commission may recommend disapproval, approval, or approval with amendments, conditions, or restrictions.
 7. Action by the Governing Body. The Governing Body may approve the preliminary development plan and authorize the submitting of the final development plan or plans. If the Governing Body approves the preliminary

plan, it shall pass an ordinance designating the tract with an overlay of the planned unit development and so order the official zoning map to be amended.

8. Substantial or significant changes in the preliminary planned unit development shall only be made after rehearing and re-approval as required for the approval of a preliminary plan.

8.9.6 Final Plan.

- a. After approval of a preliminary plan by the Governing Body, the applicant shall submit an application for final approval. The application may include the entire planned unit development or may be for a section thereof. The application shall include five (5) copies of such drawings, specifications, easements, conditions as set forth in the approval of the preliminary plan and with requirements of section 8.9.
 - b. A plan submitted for final approval shall be deemed to be in substantial compliance with the approved preliminary plan, provided any modification of the plan does not:
 1. Vary the proposed gross residential density or intensity of use by more than five percent (5%) or involve a reduction in the area set aside for common open space, nor the substantial relocation of such area; or
 2. Increase by more than ten percent (10%) the floor area proposed for any building; or
 3. Increase by more than five percent (5%) the height of the proposed building; or
 4. Substantially change the design of the plan so as to significantly alter, as determined by the Planning Commission including such items as pedestrian or vehicular traffic flow or different land uses.
 - c. A public hearing need not be held for approval of a final plan if it is in substantial compliance with the approved preliminary plan, and a public hearing need not be held to consider modifications of water, stormwater, sanitary sewers or other utilities. The Planning Commission shall forward its recommendation to the Governing Body for its final approval.
 - d. In the event the final plan contains substantial changes from the approved preliminary development plan, the applicant shall resubmit an amended preliminary plan which shall be considered in the same manner prescribed for original approval.
- 8.9.7. Final plans shall be timely filed of record by the applicant with the Lyon County Register of Deeds following approval.



Emporia
Kansas

SECTION 9

ADMINISTRATION PROCEDURES

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 9 ADMINISTRATION PROCEDURES

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9.1 Applicability

- 9.1.1 The construction, reconstruction, extension, repair, renovation, or alteration of any building, structure, site, change of use or use of land is subject to the review by the Zoning Administrator as set forth in this section, unless otherwise exempted at 9.1.2. See also Appendix B: Development Process Flowchart.
- 9.1.2 Exemptions. The following do not require review, though the exemption from the review process shall not be deemed to grant authorization for any work to be done in violation of the provisions of applicable technical codes and any other laws.
 - a. Interior alterations or renovations that do not alter the footprint, height, or massing of a structure.
 - b. Exterior alterations or renovations that do not alter the footprint, height, or massing of a structure.
 - c. Routine maintenance and minor repairs that do not require a building permit.
 - d. Structures with a footprint of no greater than 200 square feet.
- 9.1.3 No permit or Certificate of Occupancy may be issued for development activities until the Zoning Administrator has approved the plan(s) as being in compliance with all applicable provisions of these regulations.
- 9.1.4 Permits for any construction or landscaping in the public right-of-way must be obtained from the Emporia City Engineer.

9.2 Review Process

- 9.2.1 Project Consultation. Before preparing an application for review, the applicant must schedule a meeting with the Zoning Administrator to discuss the review procedures and applicable standards for approval. This meeting is not intended as an approval meeting and will not guarantee to the applicant an approval. It is intended to provide the applicant with an overview of the application requirements and to identify issues or opportunities relating to compliance with these regulations.

9.2.2 Application submittal

- a. All applications must be sufficient for processing before the Zoning Administrator will review the application. The Zoning Administrator will notify the applicant whether or not the application is complete or whether additional information is required.
- b. An application is sufficient for processing when it contains all of the information necessary to decide whether or not the work as proposed will comply with all of the requirements of these regulations and when the applicable fee has been paid.

9.2.3 Application review

- a. Upon determination of a complete application, the Zoning Administrator will review and determine whether the application conforms to all applicable requirements of these regulations.
- b. Final action on an application will be based solely on findings as to compliance with all applicable provisions of these regulations and other applicable technical requirements.
- c. When an application is denied, the reason for denial will be stated in writing, specifying the provisions of these regulations or other applicable technical requirements that are not in compliance. A revised application may be submitted for further consideration.

9.2.4 Period of Validity. Any permit granted shall become null and void upon the expiration of vested development rights, as set out in 6.4.4 and K.S.A. 12-764.

9.3 Application Requirements

9.3.1 An application shall be prepared by or on behalf of the property owner(s) in accordance with this section and submitted to the Zoning Administrator for processing, review, and approval. Each application shall include the following:

- a. One or more maps identifying the project site on the City of Emporia Regulating Plan.
- b. To demonstrate compliance with these regulations, a tabular comparison of each applicable standard and the corresponding standards for the proposed project, including but not limited to:
 - 1. The applicable Parcel Type as prescribed in the City of Emporia Regulating Plan
 - 2. The Building Standard specific to applicable Parcel Type
 - 3. The Landscape Standard specific to applicable Parcel Type
 - 4. All applicable Supplemental Regulations
- c. One or more project plans of the project site drawn to scale accurately indicating each applicable proposed element of the project in compliance with the standards listed above, including as applicable:
 - 1. Identifying information including the owner(s) of record, north arrow, date (including any revision dates), and scale.

2. Location of all property lines, rights-of-way or easement affecting the property, and abutting streets.
 3. Existing natural features of the site including water courses and applicable buffers, wetlands and applicable buffers, contours at no more than one (1)-foot intervals, floodplains, trees, and other vegetation, etc.
 4. A plan indicating the location, types, and dimensions of all proposed grading, drainage, stormwater management, and erosion control demonstrating compliance with the Landscape Standard, including proposed treatment of slopes in excess of ten (10) percent to prevent soil erosion and excessive runoff.
 5. Location and dimensions of all existing and proposed buildings, structures, fences, walkways, driveways, off-street parking lanes, and other significant features; with distances from the front, side, and rear property lines to each proposed new building, structure, and/or site improvements.
 6. Location of existing and proposed utilities and facilities.
 7. A landscaping plan indicating all existing vegetation and proposed plant materials, landscape islands, landscaping of parking areas, fencing, furniture, pavement, and other landscape and hardscape elements including all screening of parking, dumpsters, and ground mounted mechanical/electrical equipment. Size, species, and spacing shall be clearly indicated.
- d. Digital photographs of the subject and neighboring properties.
 - e. Color rendered elevations (drawing to scale of one side of a structure) of all elevations of all proposed and/or modified buildings and any related buildings including building height. Building elevations of each exterior wall and the façade shall indicate all architectural details and colors to be used.
 - f. At least two (2) architectural wall cross-sections (one front wall and one side wall), illustrating the relief (e.g. projections and setbacks) of the other architectural features shown in the building elevations.
 - g. A plan for signs, including type, design and dimensions of all existing and proposed signs.

9.4 Site Plan Review

- 9.4.1 The intent of requiring a site plan review is to be able to consider the impact that a particular use may have on adjacent or surrounding property. Such impact may be caused by type of operation, noise factors, traffic flow, off-street parking or other impacting features of operation. It is further intended that such site plan review will encourage compatible arrangement of structures, off-street parking, storage areas, traffic patterns, trash facilities, landscaping, buffering, drainage and other outdoor facilities to promote the preservation of property values.
- 9.4.2 Site Plan Review Committee. A site plan review committee is hereby created for the purpose of reviewing all site plans which are required by this section to obtain site plan approval prior to

issuance of any construction or building permit. The site plan review committee shall consist of those city officials appointed by the City Manager to the committee.

9.4.3 When Site Plan Required. Site plan review procedures will be required in the following instances:

- a. All new construction on Commercial and Industrial Parcel Types when such property is within one hundred (100) feet of a residential Parcel Type or is adjacent to a more restrictive Parcel Type.
- b. All new construction on Flex-Use, Mixed-Use, and Multi-Family Parcel Types.
- c. The construction of any new subdivision.
- d. All parcels types which have a new drive-up, drive-through or exterior vehicular service or waiting area.
- e. All changes in use which employ the outdoor use of the lot for storage of materials or goods.
- f. No review will be required unless the Zoning Administrator determines that proposed construction or modification consists of a new use, exterior remodeling in excess of \$20,000.00 or additions to structures exceeding 500 square feet.

9.4.4 Site Plan Review Procedure

- a. Procedure. Any proposed use which requires a site plan review shall submit three (3) copies of a site plan to the Zoning Administrator not less than eight (8) days before the next regularly scheduled meeting of the site plan review committee. The committee shall review the plan, approve it with or without amendments, deny it or defer it for further study.
- b. Site plan contents. The application for a site plan review shall include the following:
 1. Name and mailing address of applicant and owner of record if not the applicant.
 2. Legal description of the property.
 3. Site plan (5 copies) showing:
 - (a) Date, scale, north arrow, title, owner's name, name of individual preparing such.
 - (b) Location, dimensions of property lines, easements, structures, parking areas, drives, loading areas, trash receptacles, height of structures, fences, screening, signs, lighting and landscaping both existing and proposed.
 - (c) Use of each proposed structure.
 - (d) Approximate location of structures on adjoining property.

- (e) The parcel type and present use of the property.
 - (f) A vicinity map indicating the parcel type and current uses of properties within two hundred fifty (250) feet of the property.
 - (g) Topographic survey, showing the elevation of streets, alleys, building, structures, water courses and their names. Additionally:
 - (1) Significant topographical or physical features of the site, including existing trees.
 - (2) The elevation of the curb (if existing or proposed) in front of each lot.
 - (h) The proposed nature and manner of grading of the site, including proposed treatment of slopes in excess of ten percent (10) to prevent soil erosion and excessive runoff.
 - c. Action by site plan review committee. The site plan review committee shall review the plan and notify the applicant within five (5) days of action taken by the committee.
 - d. Appeal to the Governing Body. A decision of the site plan review committee to approve or deny a site plan may be appealed to the Governing Body by the applicant or owners of property within one hundred (100) feet of the property considered in the site plan review. Such appeal must be made in writing to the office of the city clerk within ten (10) days of the action by the site plan review committee, specifying the particular items which are being appealed.
- No more than thirty-one (31) days after receiving an appeal, the Governing Body shall act on the appeal. The Governing Body shall give notice by mail to the applicant for the site plan review and to the appellant specifying the reasons for the appeal and the date the Governing Body shall hear the appeal.
- 9.4.5 Occupancy or Use. No occupancy of new construction will be permitted until all conditions of the site plan approval have been complied with. Consideration will be given to seasons of the year and adverse weather conditions in requiring completion of landscaping plans.
 - 9.4.6 Change of Use. A site plan shall run with the land and apply to the type of business or activity which was originally applied for. A subsequent change of use to another type of use requiring site plan approval will require approval of a new site plan.

9.5 Conditional Use Permit.

The application, notice, public hearing, and action procedures set forth in Section 9.8 shall be applicable to all applications for conditional use permits.

- 9.5.1 The Governing Body, when approving a conditional use permit, shall specify the period of time for which the permit is valid, and state the justification for that time period, or shall state that the term of the permit is not limited in time.
- 9.5.2 The Governing Body may revoke any conditional use permit upon finding that:

- a. Necessary building permits have not been issued within twelve (12) months of approval of the conditional use permit.
- b. If no building permit is required for the use allowed under the conditional use permit, that the use so allowed has not been commenced within twelve (12) months of the approval of the conditional use permit.

9.5.3 (Reserved)

9.5.4 Factors to be Considered in an Application for a Conditional Use Permit: Because of particular conditions associated with their activities, certain uses which might have an adverse effect upon nearby properties or upon the character and future development of an area are not permitted outright in all Parcel Types, but are permitted as conditional uses when their proposed location is supplemented by additional requirements so as to make the use requested compatible with the surrounding property, the neighborhood and the City. In approving a conditional use, the minimum requirements set out in these regulations for the underlying Parcel Type must be met unless otherwise reduced by specific reference in the approval of the Governing Body. The requirements may be made more stringent if there are potentially injurious effects which may be anticipated upon other property or the neighborhood or which may be contrary to public health, safety or welfare. The Planning Commission may recommend approval of a conditional use that is expressly authorized to be permitted in a particular Parcel Type, and the Governing Body may approve such conditional use, using the following factors as guidelines:

- a. Whether approval of the conditional use would be consistent with the intent and purpose of these regulations;
- b. Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood;
- c. Whether the proposed use places an undue burden on the existing transportation and service facilities in the area affected and, if so, whether such additional transportation and service facilities can be provided;
- d. Whether the proposed use is made necessary or desirable because of changed or changing conditions in the area affected;
- e. The length of time the subject property has remained vacant or undeveloped as zoned; (the use of land for agricultural purposes shall be considered as viable use of the land and not be considered as allowing the land to be vacant or undeveloped);
- f. Whether the applicant's property is suitable for the proposed conditional use;
- g. The recommendations of professional staff;
- h. Whether the proposed conditional use would be in conformance to and further enhance the implementation of the Plan ELC;
- i. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed on the applicant by not upgrading the value of the property by approving the proposed conditional use;

- j. Whether the proposed conditional use, if it complies with all the conditions upon which the approval is made contingent, will not adversely affect the property in the area affected;
- k. For uses such as solid waste disposal facilities, including sanitary landfills, construction and demolition landfills and transfer stations, whether the proposed conditional use is consistent with the adopted Solid Waste Management Plan of Lyon County, and amendments thereto; and
- l. Such other factors as may be relevant from the facts and evidence presented in the application.

9.6 (Reserved)

9.7 (Reserved)

9.8 Amendment Procedures

9.8.1 Who may petition or apply

- a. Applications for revisions or changes in these regulations which may result in rezoning or conditional-use permit issuance or text amendments may be made via petition by the owner of the property affected to the Planning Commission.
- b. Applications for revisions or changes in these regulations which may result in rezoning or conditional-use permit issuance or text amendments may also be made by the Planning Commission or Governing Body.
- c. Any citizen may petition the Planning Commission to take up for consideration a change or revision to the zoning regulations. The Planning Commission shall consider all such requests.

9.8.2 Procedures for consideration of request for amendments

- a. Applications
 - 1. Applications for revisions or changes to these regulations shall be submitted in completed application forms before any meeting of the Planning Commission.
 - 2. In cases where the proposed revisions or changes would only affect a specific property, the application shall be submitted to the Planning Commission.
 - 3. The Planning Commission may require additional data and information, including drawings, plans, and maps. A proposal will not be considered as submitted until all reasonable requirements for information and data are met.
 - 4. No application for an amendment to these regulations, shall be accepted by the Planning Commission if an application for the same amendment has been denied by the Planning Commission within the preceding twelve (12) months. The Planning Commission may grant exceptions to this restriction for good cause shown.

5. The payment of the application fee, as established by the Schedule of Fees ordinance, shall be made at the time of the submission of the application. In the case of an application by the Planning Commission or Governing Body, no such fee shall be required.
 6. The Planning Commission shall hold a public hearing thereon and shall cause a written summary to be made of the proceeding.
- b. Notices of public hearing
1. Notice of such hearing detailing the proposed revision or change shall be published at least once in the official city newspapers at least twenty (20) days prior to the date of the hearing. Such notice shall fix the time and place for the hearing and contain a statement regarding the proposed revisions or changes.
 2. If the application is not a text amendment, revision or change to the zoning regulations, but is for a rezoning or Conditional Use Permit affecting specific property, the property affected shall be designated by legal description and a general description sufficient to identify the property under consideration. In addition to such publication notice, written notice of such proposed revision or change shall be mailed at least twenty (20) days before the public hearing to all owners of record of the properties affected and all owners of record of lands located within at least two hundred (200) feet of the area proposed to be altered if the affected property is located within the City's corporate limits. If the notice area touches upon or goes beyond the City's limits the notice area shall be extended beyond the City's limits by a distance of 1000 feet. A certified list of such owners is required upon submission of the proposed revisions or changes. When the notice has been properly addressed and deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the Governing Body.
 3. If a proposed revision or change would cause a Text Amendment to the zoning regulations, notice of the public hearing shall not be required to be mailed to all affected persons; therefore, a certified list of owners shall not be required. Public notice of the hearing is required.

9.8.3 Action by the Planning Commission and the Governing Body

- a. Rezoning and Conditional-Use Permits
1. The Planning Commission shall hold a public hearing for proposed revisions or changes that would affect specific properties. This public hearing shall be held at the place and time so stated within the legal notice.
 2. At the conclusion of the public hearing the Planning Commission shall take action on the amendment request by preparing a recommendation either to approve, approve with conditions as authorized by these regulations, or disapprove the application by a majority of its members present and voting at

the hearing. The Governing Body shall not consider a recommendation of the Planning Commission until its next regular meeting after the lapse of the fourteen (14) day protest period.

3. The Planning Commission shall make a written recommendation approving or disapproving the submitted proposal to its Governing Body within forty-five (45) days of the date set for hearing in the published notice.
4. Upon receipt of the recommendation of the Planning Commission, the Governing Body may:
 - (a) Approve such recommendation by the adoption of the same by ordinance;
 - (b) override its Planning Commission's recommendations by a two-thirds (2/3) majority vote of the membership of the Governing Body; or
 - (c) may return the same to its Planning Commission for further consideration, together with a statement specifying the basis for the Governing Body's failure to approve or disapprove.
5. If the Governing Body returns a recommendation made by the Planning Commission, the Planning Commission, after considering the same, may resubmit its original recommendations giving the reasons therefore or submit new and amended recommendations. Upon the receipt of such recommendations, the Governing Body, by a simple majority thereof, may: adopt; may revise or amend and adopt such recommendations by ordinance; may disapprove the recommendation; or the Governing Body need take no further action thereon.
6. If the Planning Commission fails to deliver its recommendations to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendations and proceed accordingly.
7. The proposed amendments thereto shall become effective upon publication of the respective adopting ordinance.
8. Factors the Planning Commission and the Governing Body are to consider in cases of rezoning of property to a different parcel type are:
 - (a) Whether the change or approval would be consistent with these regulations;
 - (b) The character and condition of the neighborhood and its effect on the proposed change;
 - (c) The zoning and uses of properties nearby;

- (d) The suitability of the subject property for the uses to which it has been restricted;
- (e) The extent to which removal of the restrictions will detrimentally affect nearby property;
- (f) The length of time the subject property has remained vacant as zoned;
- (g) The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use;
- (h) The recommendations of a permanent or professional planning staff;
- (i) The conformance of the requested change to Plan ELC; and
- (j) Such other factors as are deemed relevant by the Planning Commission or Governing Body.

9.8.4 Protest Petition.

- a. Regardless of whether the Planning Commission recommends approval or disapproval of a proposed rezoning or conditional use permit, if a protest petition against such rezoning or conditional use permit is filed in the office of the City Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of twenty (20) percent or more of any real property affected by the proposed rezoning or conditional use permit or by the owners of record of twenty (20) percent or more of the total area, excepting public streets and ways, which is located within the notification area, the ordinance adopting such amendment shall not be passed except by at least a three-fourths ($\frac{3}{4}$) majority vote of all members of the Governing Body. Immediately upon receiving the filing of such a protest petition the Clerk shall notify the Zoning Administrator of such petition.
- b. Adoption of amendments. The Governing Body shall not consider an amendment which would result in a change of zoning classification for a specific property, or any application for a Conditional Use Permit, until its next regular meeting after the lapse of the fourteen (14) day protest period. A proposed amendment which changes the text of the regulations but would not result in change of zoning classification of any specific property may be considered by the Governing Body without waiting for the lapse of the fourteen (14) day protest period. Upon receipt of the recommendation of the Planning Commission and any protest petitions that have been submitted, the Governing Body shall consider the application and may 1) approve the recommendation of the Planning Commission without change; 2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or 3) return such

recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary by simple majority vote. Whenever a proposed amendment is defeated by vote of the Governing Body, such amendment shall not thereafter be passed without a further public hearing and notice thereof as provided in this section.

9.8.5 Text Amendments

1. The Planning Commission shall hold a public hearing for proposed text amendments to the zoning regulations. This public hearing shall be held at the place and time so stated within the legal notice.
2. Amendments to text. When a proposed amendment would result in a change in the text of these regulations, the recommendation of the Planning Commission shall contain a statement as to the nature and effect of such proposed amendment and its reasons for recommending approval or denial.
3. If such amendment or Conditional Use Permit affects the boundaries of any zone or district, the ordinance shall describe the boundaries as amended, or if provision is made for the fixing of the same upon the official maps which has been incorporated by reference, the amending ordinance shall define the change or the boundary as amended, shall order the official maps be changed to reflect such amendment or Conditional Use, shall amend the section of the ordinance incorporating the same and shall reincorporate such maps as amended.

9.9 The Board of Zoning Appeals (BZA)

9.9.1 Jurisdiction, Appeals, exceptions and variances for parcels located within the jurisdiction of the City of Emporia shall be taken to the Board of Zoning Appeals.

9.9.2 Appeals. The Board of Zoning Appeals shall have the power to hear and decide appeals where it is alleged that the Zoning Administrator has made an error in any order, requirement, decision, or determination in the enforcement of these regulations. Appeals may be made by the person aggrieved, or by any officer, department, or bureau of the governmental agency or body affected by any decision of the Zoning Administrator.

a. Application procedure

1. An application for an appeal shall be filed within forty-five (45) days after a determination has been made by the Zoning Administrator.
2. Applications to the Board of Zoning Appeals shall be made in writing on forms provided by the Zoning Administrator, and filed with said office of the Zoning Administrator with all supporting data. Said application shall specify the grounds for such appeal, and shall be completed in its entirety. The Zoning Administrator shall determine whether the filed application is complete.

- (a) The Zoning Administrator may require any legal description submitted as part of an application to be certified by a registered surveyor.
 - (b) The Zoning Administrator may require the submittal of a copy of the order, requirement, decision or determination of the Zoning Administrator which the applicant believes to be in error.
 - (c) The Zoning Administrator may require a clear and accurate written description of the proposed use, work, or action in which the appeal is involved, and a statement justifying the appellant's position. Where necessary, the Zoning Administration may require the submittal of a plot plan, drawn to scale, in duplicate showing existing and proposed plans for the area in question.
 - (d) The Zoning Administrator may require that an application shall be accompanied by an ownership list, certified by a licensed abstractor or licensed title insurance agency, listing the legal description and the names and addresses of the owners of all property located within two hundred (200) feet of the boundaries of the property included in the application. When the notice area for the application is adjacent to or outside of the City Limits the applicant shall provide such an ownership list for the unincorporated property within one thousand (1,000) feet of the boundaries of the property included in the application.
 - (e) An application shall be accompanied by the filing fee required by the Schedule of Fees. A separate filing fee shall be required for each application.
- b. Stay of proceedings. An appeal shall stay all legal proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board of Zoning Appeals, after the notice of appeal shall have been filed by reason of facts stated in the certificate, a stay would, in the opinion of the Zoning Administrator, cause imminent peril to life or property.

9.9.3 Variances. The Board of Zoning Appeals shall have the power to authorize in specific cases a variance from the specific terms of these regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done. No use variances may be requested.

- a. Variances from these regulations may be granted only in the following instances:
 - 1. To vary from the applicable lot area, lot width, and lot depth requirements.
 - 2. To vary the applicable bulk regulations, including maximum height, lot coverage, and minimum yard requirements.
 - 3. To vary from the applicable off-street parking and loading requirements.

4. To vary from sign height and size requirements.
 5. To vary from the floodplain management requirements of the City of Emporia Floodplain Management Ordinance.
- b. The applicant must show that his or her property was acquired in good faith and whereby reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of these regulations, or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances that the strict application of the terms of these regulations actually prohibit the use of his or her property in the manner similar to that of other property of its Parcel Type.
- c. A request for a variance may be granted, upon a finding of the Board that all of the following conditions have been met. The Board of Zoning Appeals shall make a determination on each condition, and the finding shall be entered in the record:
1. The variance requested arises from a condition which is unique to the property in question and which is not ordinarily found in the same Parcel Type; and is not created by action of the property owner or applicant.
 2. The granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.
 3. The strict application of the provisions of these regulations of which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.
 4. The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.
 5. The granting of the variance desired will not be opposed to the general spirit and intent of these regulations.
- d. Application procedure
1. Applications to the Board of Zoning Appeals shall be made in writing on forms provided by the Zoning Administration. Said application shall be completed in its entirety and filed with the office of the Zoning Administrator with all supporting data. The Zoning Administrator shall determine whether the filed application is complete.
 - (a) The Zoning Administrator may require any legal description submitted as part of an application to be certified by a registered surveyor.
 - (b) The Zoning Administrator may require that the applicant submit a statement, in writing, justifying the variance requested, indicating specifically the enforcement provisions of the zoning regulations from which the variance is requested, and outlining in detail the manner in

which it is believed that this application will meet each of the five (5) conditions set out in item 9.9.3.c.

(c) The Zoning Administrator may require that applicant submit a sketch, in duplicate, drawn to scale and showing the lot or lots included in the application; the structure existing thereon; and the structures contemplated necessitating the variance requested. All appropriate dimensions and any other information which would be helpful to the Board in consideration of the application should be included.

2. The Zoning Administrator may require the applications shall be accompanied by an ownership list, certified by a licensed abstractor or licensed title insurance agency, listing the legal description and the names and addresses of the owners of all property located within two hundred (200) feet of the boundaries of the property included in the application. When the notice area for the application is adjacent to or outside the City Limits the applicant shall provide such an ownership list for the unincorporated property within one thousand (1,000) feet of the boundaries of the property included in the application.
3. An application shall be accompanied by the filing fee required by the Schedule of Fees. A separate filing fee shall be required for each application.

9.9.4 Exceptions. The Board of Zoning Appeals shall have the power to grant as exceptions to the provisions of these zoning regulations, when an exception is expressly authorized. In no event shall exceptions to the provisions of these regulations be granted where the exception contemplated is not specifically listed in these regulations. The Board of Zoning Appeals shall not grant an exception when the conditions established by this section, are not found to be present. This power is granted via City Ordinance No. 18-21, and the consideration of exemption requests shall comply with the rules of procedure described therein.

- a. The Board of Zoning Appeals shall not grant an exception unless it shall, in each specific case, make specific written findings of fact directly based upon the particular evidence presented to it, that support conclusions that:
 1. The proposed exception complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.
 2. The proposed exception at the specified location will contribute to and promote the welfare or convenience of the public.
 3. The proposed exception will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
 4. The location and size of the exception, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the exception will not dominate the immediate neighborhood so as to prevent development and use

of neighboring property in accordance with the applicable Parcel Type regulations. In determining whether the exception will so dominate the immediate neighborhood, consideration shall be given to:

- (a) The location, nature and height of buildings, structures, walls and fences on the site.
 - (b) The nature and extent of landscaping and screening on the site.
 - 5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.
 - 6. Adequate utility, drainage and other such necessary facilities have been or will be provided.
 - 7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
 - b. In granting an exception, the board may impose such conditions, safeguards and restrictions upon the premises benefited by the exception as may be necessary to reduce or minimize any potentially injurious effect of such exception upon other property in the neighborhood, and to carry out the general purpose and intent of these regulations.
- 9.9.5 Decision procedure. The Board of Zoning Appeals shall adopt rules of procedure as may be necessary and proper to govern its proceedings, including the establishment of a quorum and voting requirements; such rules shall not be in conflict with other laws, regulations, ordinances or resolutions.
- A majority of the members of the Board of Zoning Appeals shall constitute a quorum for the transaction of business.
- A concurring vote of a majority of the its membership shall be necessary to reverse any order, requirements, decision or determination of the Zoning Administrator or to decide in favor of the applicant upon any matter which it is required to pass under these regulations or to affect any variation in such regulations.
- a. Hearing and Notice. The Board of Zoning Appeals shall select a reasonable time and place for the hearing of an appeal, exception or variance. Public notice of the time, place, date, and subject of such hearing shall be published once in an official newspaper at least twenty (20) days prior to the date of the hearing. A copy of such notice shall be mailed to each party making the appeal or request for variance or exception, each person on the ownership list, and to the Board of Zoning Appeals, twenty (20) days prior to the date of the hearing. Any interested party may appear and be heard at the hearing in person, by agent, or by attorney.

- b. Appeals decision. The Board of Zoning Appeals, with the necessary quorum and votes, may affirm or reverse, wholly or partly, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the Zoning Administrator, and may issue or direct the issuance of a permit.
 - c. Variance decision. In granting variance from any provisions of these regulations, the Board of Zoning Appeals shall impose such restrictions, terms, time limitations, landscaping, screening, bond, and other appropriate safeguards as needed to protect adjoining property, and to carry out the general purpose and intent of these regulations. The Board of Zoning Appeals shall render a written decision on an application for a variance without unreasonable delay after the close of hearing, but in all cases, within forty-five (45) days from the close of the hearing.
 - d. Records. The Zoning Administrator shall maintain complete records of all actions of the Board with respect to application for appeals and variances and keep the Governing Body informed.
- 9.9.6 Appeals from Board decisions. Any person, official or governmental agency dissatisfied with any order or determination of the Board of Zoning Appeals may bring an action in the District Court of Lyon County, Kansas, to determine the reasonableness of any such order or determination within thirty (30) days of the rendering of the order or determination by the Board, as provided by state law.



Emporia
Kansas

SECTION 10

NONCONFORMITIES

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 10 NONCONFORMITIES

- 10.1 Nonconforming Lots
- 10.2 Nonconforming Structures
- 10.3 Nonconforming Uses
- 10.4 Exceptions as Conforming Uses

10.1 Nonconforming Lots

- 10.1.1 Definition. A nonconforming lot is a lot which was lawful prior to the adoption of, or an amendment to, a zoning ordinance but which fails by reason of such adoption or amendment to conform to the present requirements for lots for its Parcel Type.

10.2 Nonconforming Structures

- 10.2.1 Definition. A nonconforming structure is an existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures built on a particular Parcel Type.
- 10.2.2 Authority to continue. Any structure that is devoted to a use which is permitted by its applicable Parcel Type, but which is located on a lot which does not comply with the applicable intensity of use regulations and/or the applicable yard and height regulations, may be continued, so long as it remains otherwise lawful. Any principal structure, which was:
 - a. a conforming use when erected,
 - b. was erected prior to the effective date of these regulations, and
 - c. does not comply with applicable yard regulations, may be continued without need of a variance.
- 10.2.3 Enlargement, repair, alterations. Any nonconforming principal structure may be enlarged, maintained, repaired or remodeled; provided, however, that no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure. Notwithstanding the above, a porch which is covered by a roof which extends into a front setback area may be enclosed but not in excess of the area covered by the existing roof.
- 10.2.4 Damage or destruction. In the event that any nonconforming structure is damaged or destroyed, by any means, to the extent of more than fifty (50) percent of its fair market value, such structure shall not be restored unless it shall thereafter conform to the regulations for the applicable Parcel Type or unless such restoration is authorized as an exception by the Board of Zoning Appeals. When a structure is damaged to the extent of fifty (50) percent or less of its fair market value, no repairs or restoration shall be made unless a zoning certificate is obtained and substantial restoration is underway within one year after the date of such partial destruction and repair or restoration is diligently pursued to completion.

- 10.2.5 Moving. No nonconforming structure shall be moved in whole or in part for any distance whatever, to any other location on the same lot or any other lot unless the entire structure shall thereafter conform to the regulations of the applicable Parcel Type after being moved.

10.3 Nonconforming Uses

- 10.3.1 Definition. A legal nonconforming use is an existing use of a structure or land which was legal at the time the use commenced but which does not comply with the use regulations applicable to new uses allowed by the applicable Parcel Type.
- 10.3.2 Authority to continue. Any nonconforming use of part or all of a structure or any lawfully existing nonconforming use of land which was lawful and in existence at the effective date of these regulations and does not involve a structure or only involves a structure which is accessory to such use of land, may be continued, so long as otherwise lawful and so long as it is not specified to be terminated by these regulations.
- 10.3.3 Ordinary repair and maintenance
- a. Normal maintenance and incidental repair, or replacement, installation or relocation of non-bearing walls, non-bearing partitions, fixtures, wiring, or plumbing, may be performed on any structure that is devoted in whole or in part to a nonconforming use.
 - b. Nothing in these regulations shall be deemed to prevent the strengthening or restoring to a safe condition of a structure in accordance with an order of a public official who is charged with protecting the public safety and who declares such structure to be unsafe and orders its restoration to a safe condition.
- 10.3.4 Extension. A nonconforming use shall not be extended, expanded, or increased in intensity.
- 10.3.5 Enlargement. No structure that is devoted in whole or in part to a nonconforming use shall be enlarged or added to in any manner unless such structure and the use thereof shall thereafter conform to the regulations of the applicable Parcel Type.
- 10.3.6 Damage or destruction. In the event that any structure that is devoted in whole or in part to a nonconforming use is damaged or destroyed, by any means, to the extent of more than fifty (50) percent of its fair market value, such structure shall not be restored unless such structure and the use thereof shall thereafter conform to all regulations of the applicable Parcel Type or unless such restoration is authorized as an exception by the Board of Zoning Appeals. When such damage or destruction is fifty (50) percent or less of fair market value, no repairs or restoration shall be made unless a zoning certificate is obtained, and substantial restoration is underway within one year after the date of such partial destruction and repair or restoration is diligently pursued to completion.
- 10.3.7 Moving. No structure that is devoted in whole or in part to a nonconforming use and no nonconforming use of land shall be moved in whole or in part for any distance whatever, to any other location on the same or any other lot, unless the entire structure and the use thereof or the use of land shall thereafter conform to all regulations of the applicable Parcel Type after being so moved. Manufactured housing may be replaced on an existing pad having utility hook-ups if such pad has not been vacant for the previous ninety (90) consecutive days.

- 10.3.8 Change in nonconforming use. Unless structural alterations are made which will expand the area or change the dimensions of the existing structure, any nonconforming use of a structure, or nonconforming structure and premises, may change to another nonconforming use provided that the Planning Commission either by general rule or by making findings in the specific case, shall find that the proposed nonconforming use is equally appropriate or more appropriate to the applicable Parcel Type than the existing nonconforming use. Once such use has changed, it may no longer be returned to the original use or any other less appropriate use.
- 10.3.9 Abandonment or discontinuance. When a nonconforming use is discontinued or abandoned for a period of twelve (12) consecutive months, such use shall not thereafter be reestablished or resumed, and any subsequent use or occupancy of such land or buildings shall comply with the regulations of the applicable Parcel Type.
- 10.3.10 Nonconforming accessory uses. No conforming use which is accessory to a primary nonconforming use shall continue after such primary use shall cease or terminate.

10.4 Exceptions as Conforming Uses

- 10.4.1 Status of existing exceptions. Where a use exists at the time of the effective date of these regulations and is permitted by these regulations only as an exception in the applicable Parcel Type, such use shall not be deemed to be a nonconforming use, but shall, without further action, be deemed a lawful conforming use in such Parcel Type. However, such use shall not expand or enlarge until application is made to and approved by the Board of Zoning Appeals.
- 10.4.2 Status of future exceptions. Any use for which an exception has been issued, as provided in these regulations, shall not be deemed to be a nonconforming use, but shall, without further action, be deemed a lawful conforming use.

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Emporia
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SECTION 11

ENFORCEMENT AND PENALTIES

Emporia Zoning Regulations

Adopted xx, 2023

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SECTION 11 ENFORCEMENT AND PENALTY

- 11.1 Enforcement
- 11.2 Interpretation and Conflict
- 11.3 Validity
- 11.4 Repeal of Existing Regulations and Accrued Rights and Liabilities
- 11.5 Penalties
- 11.6 Effective Date

11.1 Enforcement

- 11.1.1 It shall be the duty of the Zoning Administrator to enforce these regulations. Appeals from the decisions of the Zoning Administrator may be made to the Board of Zoning Appeals, in accordance with section 9.

11.2 Interpretation and Conflict

- 11.2.1 In interpreting and applying the provisions of these Regulations, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, prosperity, and general welfare. It is not intended by these regulations to interfere with, or abrogate or annul any easements, covenants, or other agreement between parties; provided, however, that where zoning regulations impose a greater restriction upon the use of structures or premises or upon height of structures, or require larger open spaces, lots areas, setbacks and so forth than are imposed or required by other rules, regulations, or by easements, covenants, or agreements, the provisions of these regulations shall govern.
- 11.2.2 Where grammatical, textual, or other minor errors occur in these regulations, the Zoning Administrator shall have the authority to make corrections and inform the Planning Commission of any such corrections at the next regularly scheduled meeting without the necessity of initiating the Text Amendment Process as required in Section 9.8.
- 11.2.3 While every effort was made to ensure proper mapping, some parcels may have been mislabeled during the process of adoption of the Official Zoning Map. To that extent, a property owner may appeal the Parcel Type of their property and request a change in classification without charge of any fees associated with zoning changes for a period of one year following the adoption of these regulations. Alternatively, the Zoning Administrator may initiate the process to amend the Official Zoning Map as stated in Section 9.8 if errors in mapping are discovered after the adoption of the Official Zoning Map.

11.3 Validity

- 11.3.1 Should any section, clause or provision of these regulations be declared invalid or unconstitutional by any court of competent jurisdiction, the same shall not affect the validity of these regulations as a whole, or any part thereof, other than the part so declared to be invalid or unconstitutional.

11.4 Repeal of Existing Regulations and Accrued Rights and Liabilities

- 11.4.1 The adoption of these regulations repeals the existing zoning regulations, subdivision regulations and zoning map of the City of Emporia.
- 11.4.2 Despite the repeal of regulations existing at the time of adoption of these regulations, nothing contained in these regulations shall affect any rights accrued or liabilities incurred under any previously existing regulations. This includes, but is not limited to, the conditions imposed with conditional use permits which shall remain in force and effect, notwithstanding the adoption of these regulations, until amended or removed as provided in these regulations.

11.5 Penalties

- 11.5.1 Any violation of any provision of these zoning regulations shall be deemed to be a misdemeanor and punishable by a fine of not to exceed \$500. Each day's violation shall constitute a separate offense.
- 11.5.2 The Governing Body shall have the authority to maintain suits or actions in any court of competent jurisdiction to enforce these regulations, and to abate nuisances maintained in violation thereof.
- 11.5.3 Whenever any building or structure or sign is or is proposed to be erected, constructed, altered, converted or maintained or any building, structure or land is or is proposed to be, used in violation of these regulations, the Governing Body, in addition to other remedies, may institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use or to correct or abate such violation or to prevent the occupancy of such structure or land.
- 11.5.4 The Zoning Administrator or appointed City official has the authority to enforce any provision of these regulations, and to prevent, correct, or abate any violation, including unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use.
- 11.5.5 The City may prevent the occupancy of buildings, structures or land which are in violation of these regulations.

11.6 Effective Date

- 11.6.1 These regulations as adopted by the Governing Body shall become and are in full force following passage and publication of an adopting ordinance by the City, in accordance with Kansas Law.



Emporia
Kansas

SECTION 12

DEFINITIONS

Emporia Zoning Regulations

Adopted xx, 2023

Ordinance No. 23-xxxx

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SECTION 12 DEFINITIONS

12.1 Definitions

For the purpose of these regulations, terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicates otherwise:

Accessory building. A building that:

- a. is located on the same lot as the principal building served;
- b. is clearly incidental to and customarily associated with the principal building served
- c. is subordinate in gross floor area (GFA), extent, or purpose to the principal building served; and
- d. is constructed on a permanent foundation. Accessory building includes accessory structures and accessory dwelling units.

Accessory dwelling unit. A subordinate self-contained dwelling unit attached or detached from the principal building and located on the same lot as a principal building allowed under the Single-family Attached, Single-family Detached, and Country Home Parcel Types.

Accessory structure. A detached subordinate building located on the same lot or groups of lots as the principal building and which serves a function customarily incidental to the main use. Customary accessory structures include garages, carports, and small storage sheds.

Accessory Use. A subordinate use which serves an incidental function to that of the main use of the premises. Customary accessory uses include garages, sheds, swimming pools, barbecue ovens, air conditioners, fireplaces and satellite dishes.

Administrative Permit. A review process and approval by the Zoning Administrator.

Agricultural land. The use of a tract of land for the production of plants, animals or horticultural products, including but not limited to: Forages; grains and feed crops; dairy animals and dairy products; poultry and poultry products; beef cattle, sheep, swine and horses; bees and apiary products; trees and forest products; fruits, nuts and berries; vegetables; nursery, floral, ornamental and greenhouse products.

Agricultural structure. Any structure used exclusively in connection with an agricultural use, including but not limited to: the harvesting, storage, drying, or raising of agricultural commodities, and including office space, dwellings, and the storage of equipment necessary for carrying out farming operations.

Airport or heliport. Any landing area, runway or other facility designed, used or intended to be used either publicly or privately by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage, tie-down areas, hangers, other necessary uses, and open spaces.

Alley. A dedicated public right-of-way, other than a street, which provides a means of access to abutting property.

Alter or alteration. Any change, addition or modification in construction or use of a structure.

Amendment. The process of change or alteration to these regulations in one of the following forms:

- a. a comprehensive revision or modification of the regulations text and/or maps;
- b. a text change in the regulations;
- c. the approval of a Conditional Use Permit as provided in these regulations; or
- d. a change in the maps, i.e., the Parcel Type designation of a particular parcel or parcels (this form is also known as a “rezoning” and includes overlay zoning approval).

Artisanal Production. The production of quality, hand-made goods, such as housewares and toys, made via a process characterized by minimal automation, little division of labor, and a small number of highly skilled craftsman.

Animal clinic or hospital. Any building or structure designed for examination, observation, treatment, board or care of animals by a doctor of veterinary medicine.

Artwork, public. A two- or three-dimensional representation of a creative idea expressed in an art form but does not convey the name of the business or a commercial message. Public art is art that is located upon land or structures owned or leased by a public entity. If art is displayed as a two-dimensional representation on a flat surface, the same shall not exceed one-half (1/2) of the total surface area. All outdoor public artwork shall conform to the maximum height restrictions in any particular parcel type in which it is located. All outdoor artwork shall also conform to any applicable building code and safety standards.

Basement. That portion of a building having more than one-half of its height below the average grade.

Bed and Breakfast. A residential structure other than a hotel or lodging house, where for compensation and by prearrangement for definite short-term periods, sleeping rooms and meals are provided for one or more persons.

Benchmark. Surveying mark made in some object which is permanently fixed in the ground showing the height of that point in relation to sea level. See Monument.

Block. A piece or parcel of land entirely surrounded by public highways, streets, streams, railroad rights- of-way, parks, or a combination thereof.

Board of Zoning Appeals (BZA). Created by the Governing Body and which has the statutory authority to hear and determine appeals, variances and exceptions to these zoning regulations. Also known as the Joint Metropolitan Planning Commission/Board of Zoning Appeals (Joint MPC/BZA).

Building. A structure intended, designed, used or suitable for use for enclosure, shelter or protection of persons, animals, or property.

Building envelope. The three-dimensional space within which a structure is permitted to occupy. Height, floor area ratio, setbacks, lot coverage and similar restrictions establish the building envelope.

Building height. The vertical distance from the grade at front door to highest point of built structure.

Building setback. A line nearest the front of and across a lot or parcel of land establishing the minimum open space to be provided between the front line of a building or structure and the line of the front street right-of-way. The setback distance shall be measured from the existing right-of way line.

Building setback line. A line within a lot or other parcel of land indicating the limit beyond which a building or structure may not be erected. (See “yard”).

Bulk regulations. Regulations controlling the size of structures and the relationships of structures and uses to each other and to open areas and lot lines. Bulk regulations are specified in each building standard according to allowed Parcel Types. Bulk regulations include regulations controlling:

- a. Minimum and maximum height. See “building height.”
- b. Maximum lot coverage. See “lot coverage.”
- c. Minimum size of yard and setbacks. See “yard” and “building setback.”

Bump-out/ bulb-out/ curb extension. Curb lines and sidewalks that are extended out into the on- street parking lane to narrow the roadway and provide additional pedestrian space at key locations, thus increasing pedestrian visibility, shortening crossing distances, and slowing turning vehicles, which significantly improves pedestrian crossing.

Business and professional office. Any building or part thereof used by one or more persons engaged in the practice of a recognized profession, and any office used primarily for accounting, correspondence, research, editing or administration.

Canopy or marquee. A roof-like structure of a permanent nature which projects from the wall of a building and overhangs the public right-of-way.

Commercial Confined Animal Feeding Operation. Livestock feeding as defined by state statute.

Comprehensive Plan. The currently adopted Joint Comprehensive Plan for the City of Emporia and Lyon County (Plan ELC).

Conditional use. A use of any building, structure or parcel of land that, by its nature, is perceived to require special care and attention in siting so as to assure compatibility with surrounding properties and uses. Conditional uses created after the effective date of these regulations are allowed only after public notice, hearing, and approval as prescribed in these regulations and may have special conditions and safeguards attached to assure that the public interest is served.

Conditional Use Permit. A written document of certification permitting the construction, alteration or establishment of a conditional use.

Condominium. Multi-unit structures with each unit under separate ownership and each owner owning only air space occupied by his or her unit. All owners jointly own all common areas and land.

County Board or County Commission. The Board of County Commissioners of Lyon County, Kansas, or its staff, officers, boards or agencies.

Day care facilities. Definitions for facilities that provide care for children are established by state law and promulgated by regulations of the Kansas Department of Health and Environment (KDHE) and the Kansas Department for Children and Families (DCF). Standards for such definitions may be periodically amended by changes to state regulations and such changes are incorporated by reference herein.

- a. Adult day care home or center. A facility which offers or provides a program of supplementary care to related or unrelated adults outside their own homes on a regular basis for a part of the twenty-four (24) hours in one or more days of the week.
- b. Child care center. A facility which provides care and educational activities for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three and less than twenty-four (24) hours per day including day time, evening and nighttime care; or which provides before and after school care for school-age children and licensed by the State as a child care center. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations as defined by the State of Kansas.
- c. Day care home. A home in which care is provided for a maximum of ten (10) children in compliance with the definitions and regulations of the State of Kansas and licensed by the State as a day care home.
- d. Family day care home. A home in which care is provided for a maximum of six (6) children in compliance with the definitions and regulations of the State of Kansas and licensed by the State as a family day care home.
- e. Group day care home. A home in which care is provided for a maximum of six (6) children in compliance with the definitions and regulations of the State of Kansas and licensed by the State as a group day care home.
- f. Preschool. A day care facility providing educational experiences for children of less than kindergarten age, but who are thirty (30) months of age or older, and operating in compliance with the definitions and regulations of the State of Kansas and licensed by the state as a preschool.

Density. Floor Area Ratio. The ratio of constructed floor area of a principle building to the total area of the lot.

Development. A new project with a coordinated plan for structures and uses.

Disability. Shall mean, with respect to a person:

- a. A physical or mental impairment which substantially limits one or more of such person's major life activities;
- b. Having a record of having such an impairment; or
- c. Is regarded as having such an impairment.
- d. Such term does not include current illegal use of or addiction to a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Sec. 802).

Distance. Horizontal distances unless otherwise designated.

Drinking establishment. Premises licensed as a drinking establishment by the state of Kansas, open to the public and selling alcoholic liquor by the individual drink, for consumption on the licensed premises, in accordance with K.S.A. 41-2642 and amendments thereto. For purposes of these regulations, a drinking establishment shall be regulated the same as a tavern.

Driveway. A surfaced area specifically designated and reserved on the lot for the movement of vehicles from one lot to another or from a lot to a public street.

Dwelling. A building or portion thereof, not including mobile homes, which is designed and used exclusively for residential purposes.

- a. Single-family. A residential building having accommodations for and occupied exclusively by one family.
- b. Two-family. A residential building having accommodations for and occupied exclusively by two (2) families independently.
- c. Multiple. A residential building having accommodations for and occupied by more than two (2) families, independently.
- d. Attached single family. A series of no more than four (4) single-family dwelling structures which are joined at one or more sides by a common wall and where the units are completely independent of each other, including the parcel of land upon which each unit is built.
- e. Seasonal. Residence intended for occasional occupancy.

Dwelling unit. One or more rooms in a residential building or residential portion of a building which are arranged, designed, used or intended for use by not more than one family, and which includes cooking space and lawful sanitary facilities reserved for the occupants thereof.

Easement. An interest in land that is held by someone other than the owner that entitles the holder to a specific limited use or right.

Engineer. The term Engineer shall have the following meanings and applications:

- a. The appointed Engineer in the zoned area. For area within the City Limits, the Engineer is the City Engineer.
- b. When the context so requires, Engineer shall mean a Professional Engineer licensed in the State of Kansas.
- c. Further, the term Engineer shall also mean a Kansas licensed Land Surveyor when the context of these regulations relates to functions or responsibilities required by Kansas State Law or regulation to be performed by a licensed Land Surveyor.

Established building line. A building setback line generally parallel to the street right-of-way line established by existing principal buildings in a block.

Exception. An exception from a provision in these regulations granted by the Board of Zoning Appeals.

Exterior building lighting. Lights attached to the building facade to create ambient light for pedestrians, increase safety by illuminating potential danger to passerby, and highlight building features and architectural styling.

Fabrication. That part of manufacturing which relates to stamping, cutting or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining or other initial processing of basic raw materials.

Facade Transparency. The portion of a building facade facing the public right-of-way that must have clear glass between three (3) and eight (8) feet above grade.

Family. One or more persons related by blood, marriage or adoption, or pursuant to legal guardianship; living together as a single housekeeping unit; or a group of not more than four (4) unrelated persons living together as a single housekeeping unit. There shall be a presumption that five (5) or more unrelated people living together as a single housekeeping unit are not a family.

Farming activities. Farming activities include any and all soil tillage operations essential for crop production, pasture grazing, pasture burning, spraying, fertilizer and/or manure application, conservation land treatment, harvesting crops, and such other farming activities attendant to proper land and soil management. Farming activities also include, but are not limited to, raising of livestock, horses, swine, poultry, in open or confinement, wild fowl raising, duck and geese raising, fish farming, fur bearing animal raising, bee keeping, worm raising, nursery operations, and timber harvesting.

Fence. A free-standing structure of metal, masonry, glass, wood or any combination thereof resting on or partially buried in the ground and rising above ground level, and used for confinement, screening or partition purposes.

Floodplain. Land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one (1) percent, otherwise referred to as a one hundred (100)-year floodplain.

Floor Area (for computing off-street parking requirement). Floor area shall mean the gross floor area of the building measured from the exterior faces of the exterior walls or from the centerline of wall separating two buildings or uses and shall include all areas except that space used for storage.

Freestanding sign means a sign supported permanently upon the ground by poles, pylons, braces or a solid base and not attached to any building. Freestanding signs include those signs otherwise known as “pedestal signs,” “pole signs,” “pylon signs,” and “monument signs.”

Frontage. All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead-ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead-end of the street.

Garage, private. An accessory building to residential uses designed or used for the storage of motor- driven vehicles used by the occupants of the building to which it is an accessory.

Garage, public. Any building, portion of a building or premises designed, operated or used for commercial purpose in the storage, sale, hiring, care or repair of motor vehicles.

Governing Body. The City Commission of the City of Emporia, Kansas.

Grade. Adjacent ground elevation is the lowest point of elevation of the finished surface of the ground, pavement or sidewalk within the area between the building and the property line, or when the property line is more than five (5) feet from the building, between the building and a line five (5) feet from the building.

Greenfield. Parcels or land that are undeveloped and not affected by previous activities.

Greenhouse. A structure with a translucent roof and/or sides in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants, including hydroponic growing.

- a. Private. A building or part of a building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature or humidity can be regulated for the cultivation of plants as a hobby or for residential use but not for commercial sales.
- b. Commercial. An agricultural enterprise using a controlled environment (temperature and humidity) for the commercial cultivation and production of plants.

Gross Floor Area (GFA). Total floor area within the building envelope.

Group home. Any dwelling occupied by not more than ten (10) persons, including eight (8) or fewer persons with a disability, which is a physical or mental impairment as defined by K.S.A. 12-736, who need not be related by blood or marriage and not to exceed two (2) staff residents who need not be related by blood or marriage to each other or to the residents of the home. Such a dwelling must be licensed as a group home by the State of Kansas.

Group home, large. A group home occupied by more than ten (10) residents, including staff.

Holding Pen. Enclosed area where animals are kept temporarily for slaughter, market, or shipping. Holding pens are limited to no more than 25 horses or cattle, 45 hogs, sheep, or goats.

Home occupation. A business, profession, occupation or trade conducted for gain or support entirely within a residential building, or within a structure that is accessory to a residential building, and customarily incidental to the primary use of such residential building and shall be permitted provided the residential appearance of the building is maintained and no undue traffic or parking problems are created.

Hotel. A building or structure which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are offered for pay primarily to transient guests and in which four (4) or more rooms are used for the accommodation of such guests, regardless of whether such building or structure is designated as a cabin, motel, or other type of lodging unit.

Industrial manufacturing and processing, High-intensity. Wholesale and warehousing uses as well as those industrial uses that include fabrication, manufacturing, assembly or processing of materials that are hazardous or objectionable because of the emission of smoke, gas, odor, dust, noise, vibration of earth, soot or lighting to a degree that is offensive when measured at the property line of the subject property.

Industrial manufacturing and processing, Low-intensity. Wholesale and warehousing uses as well as those industrial uses that include fabrication, manufacturing, assembly or processing of materials that are in refined form and that do not in their transformation create smoke, gas, odor, dust, noise, vibration of earth, soot or lighting to a degree that is offensive when measured at the property line of the subject property.

Infill. Vacant parcels within previously built areas, that are primarily residential in nature or use. The Zoning Administrator may qualify a lot or parcel with existing structures that will be removed and redeveloped as an infill lot.

Intensity. The degree or level of concentration to which land is used for commercial, industrial, or any other nonresidential purpose.

Interior Island. A landscaped area defined by a curb and surrounded by paving on all sides.

Junk or salvage yard.

1. Any land or building used for the collection or storage or sale of wastepaper, trash, rags, fibrous material, scrap metal or other discarded material; or for the collecting or dismantling or storing or salvaging of machinery or unlicensed motor vehicles not in operating condition, or for the sale of parts thereof, or materials from the demolition of buildings or structures.
2. In residential districts, this definition shall prevent the storing of any more than one inoperable or unlicensed motor vehicles for a period of more than 30 days, which are in the process of restoration to operating condition, unless such vehicles are enclosed in a garage or other accessory structure.

Kennel. An establishment, lot, place, area, building or structure where dogs and other domesticated animals are boarded, housed, and cared for, for the commercial purpose of breeding, hunting, racing, training, renting, buying, selling, or any other economic venture.

Landscaping. The improvement of a lot, parcel or tract of land with grass and shrubs and or trees. Landscaping may include pedestrian walks, flowerbeds, ornamental objects such as fountains, statuary, and other similar material and artificial objects designed and arranged to produce an aesthetically pleasing effect.

Loading or unloading space. An off-street space or berth, on the same tract and contiguous with the principal building or group of buildings for the temporary parking of commercial vehicles for loading and unloading of merchandise or materials.

Lot. Parcel or tract of land (legally described or platted) which is on record in the Office of the Lyon County Register of Deeds. A lot shall have a frontage upon a public street.

- a. Area. The area of a horizontal plane bound by the front, side and rear lot lines, excluding any road Right-of-Way or road easements. The total area within the property lines of a lot or tract.
- b. Corner. A lot abutting upon two (2) or more streets at their intersection. A corner lot shall be deemed to front upon that street on which it has its least dimension. A corner tract made up of more than one platted lot shall conform to all requirements established for a corner or other lot and shall be deemed to front upon that street on which one or more of such platted lots, which would individually not be classified as corner lots, front.
- c. Coverage. That percentage of a lot that would be covered by any impervious surface, including a structure or structures, parking areas, or any part thereof excluding projecting roof eaves.
- d. Depth. The mean horizontal distance between the front and rear lot lines.
- e. Double frontage. A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.
- f. Interior. A lot whose side line or lines do not abut upon any street.
- g. Width. The mean horizontal distance between the side lot lines, measured at right angles to the lot depth. Where side lot lines are not parallel, the minimum width of a lot shall be measured at the front yard setback line.
- h. Zoning. A parcel or tract of land (legally described or platted) which is on record in the office of the Lyon County Register of Deeds. A zoning lot shall have a frontage upon a public street.

Lot lines. The lines bounding a lot as defined herein.

- a. Front. A boundary line of a lot, which coincides with a road right of way. This shall not include alleys.
- b. Rear. The line that is most distant from, and is, or is most nearly parallel to the front lot line. If a rear lot line is less than ten (10) feet long, or if the lot comes to a point at the rear, the rear lot line shall be a line of at least ten (10) feet long lying wholly within the lot parallel to the front line.
- c. Side. A lot line, which is neither, a front line nor a rear lot line.

Lot of Record. A lot which is a part of a subdivision, which has been recorded in the Office of the Register of Deeds of Lyon County or a lot described by metes and bounds, the description of which has been recorded in the Office of the Register of Deeds of Lyon County, prior to April 21, 1965.

Manufactured home. A structure which is constructed in accordance with the federal Manufactured Home Construction and Safety Standards (HUD, June 15, 1976) and designed to be used as a dwelling, is built on a permanent chassis and is designed for use with or without a permanent foundation. See also Residential design manufactured home.

Manufactured home lot. A plot of ground for the placement of one manufactured home for single-family occupancy and the exclusive use of its occupants, and which provides the necessary utility services for water, sewage and electricity.

Manufactured home skirting. The enclosing of the area between the manufactured home and the ground with a material designed to obscure from view the chassis of a manufactured home.

Manufactured home space. A plot of ground within a manufactured home park, which can accommodate one manufactured home and which provides the necessary utility services for water, sewerage, gas and electricity.

Manufactured home subdivision. Any area, piece, parcel, tract or plot of ground used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.

Manufacturing. Any method of processing, developing, fabricating, or assembling, either raw materials, semi-finished materials, or parts into a semi-finished or finished product.

Median Island. A landscaped area bordering two (2) adjoining parking bays.

Mobile food vendor. Any person who owns, controls, manages or is otherwise engaged in the business of selling prepared, prepackaged or unprepared, unpackaged food or foodstuffs of any kind, from a mobile vending facility on private property.

Mobile home. Mobile home means a factory-built structure or structures more than eight (8) feet in width or more than thirty-six (36) feet in length, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the

intent that the mobile home placed thereon may be moved from time to time at the convenience of the owner.

Mobile home park. Any area, piece, parcel, tract or plot of ground equipped as required by these regulations for support of mobile homes and used or intended to be used by one or more occupied mobile homes, but under no circumstances shall the mobile home spaces be sold or offered for sale individually. The term mobile home park does not include sales lots on which unoccupied mobile homes, whether new or used, are parked for the purpose of sale.

Monument. A device used to mark and identify the corners of the boundaries of subdivisions, blocks and lots and the points of intersection, tangent and curvature of street right-of-way. Monuments are steel or iron bars or pipes at least ½" in diameter and at least 24" long bearing the surveyor's identification cap. These regulations create three categories of monuments, as follows, with each monument conforming to the standards for boundary surveys as established by the Kansas Board of Technical Professions and further meeting the following requirements applicable to the category of monument:

- a. Monument. A 36" long 5/8" diameter solid bar to identify the corner boundaries of subdivision blocks. Monument locations shall be marked by a steel fence post. Exterior monuments shall be encased in concrete using a 12" long, 4" diameter section of PVC pipe.
- b. Lot Pin. A solid bar to mark corners, points of curvature and points of tangent of blocks.
- c. Control Marker. A pipe to mark the points of curvature, tangent and intersection of the centerline of street right-of-way. Control markers for point of intersection shall be 36" long 5/8" diameter pipe.

Motor vehicle

- a. Repair shop. A building or portion of a building, arranged, intended or designed to be used for the making repairs to motor vehicles, excluding body repair and painting.
- b. Body shop. A building or portion of a building, arranged, intended or designed to be used for vehicle body repairs including painting.
- c. Storage yard. A building or premises where operable, inoperable, salvage, abandoned, wrecked or junked vehicles are stored while waiting further disposition.

Nonconforming lot of record. A lot which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of subdivision regulations and neither said lot or parcel complies with the applicable lot width or area requirements.

Nonconforming structure. An existing structure which does not comply with the applicable lot coverage, height or yard requirements.

Nonconforming use. An existing use of a structure or of land which does not comply with the applicable use.

Non-permanent open faced garage. A carport or open walled building designed to act as a shelter, normally constructed out metal, wood, or fabric and not placed on a foundation.

Nursery. Any land used to raise trees, shrubs, flowers or other plants for retail sale on-site.

Owner. Any person, agent, firm, or corporation having a legal or equitable interest in the property.

Parcel Type. The classification of a lot established to allow for detailed regulation of the use, height, area, size, and intensity of use of buildings, land, and open space. Regulations are defined and illustrated for each Parcel Type through Building Standards.

Parking envelope. The three-dimensional space within which parking may occur. Parking shall not be placed outside the envelope if one exists on the Regulating Plan.

Parking lot. An area, other than a private parking area, street or alley, used for parking of motor vehicles and available for public use.

Parking space. Any area surfaced for all-weather use, with materials approved by these regulations or the Engineer, used for the purpose of storing one parked motor vehicle.

Pedestrian street light. Lights in the right-of-way that primarily function to illuminate pedestrian areas such as sidewalks. Pedestrian Street Lights are pole-mounted lighting fixtures less than fifteen (15) feet tall and shall be full cutoff fixtures as to avoid casting direct light on any residential property and so no glare is visible to traffic on a public street.

Permitted use. A use by right which is specifically authorized.

Person. An individual, firm, trust, partnership, association or corporation.

Places of Worship. An establishment, the primary use of which is religious worship, but which may include accessory uses in the main structure or in separate buildings such as, but not limited to, Sunday School rooms, assembly rooms, kitchens, recreational facilities, and libraries.

Planning Commission. The City of Emporia Planning Commission, also known as the Joint Metropolitan Planning Commission/Board of Zoning Appeals (Joint MPC/BZA).

Plat. A map, plan, or lay out of a city, township, section, or subdivision indicating the location and boundaries of individual properties.

- a. Preliminary Plat. A tentative map or plan of a proposed subdivision of land showing the character and general details of the proposed development.
- b. Replat. A new plat or a revision to a subdivision or portion thereof for which a final plat has previously been recorded. The approval of a replat is processed in the same manner as a final plat.
- c. Final Plat. A drawing of a permanent nature showing the precise location and dimension of such features as streets, lots, easements and other elements pertinent to transfer of ownership and prepared for permanent record.

Premises. A parcel together with all buildings and structures thereon.

Principal building. A non-accessory building in which a primary use of the lot on which it is located is conducted.

Project. A new development with a coordinated plan for structures and uses.

Public building. A publicly owned building used or occupied for a public purpose. Public buildings include, but are not limited to fire stations, police stations, auditoriums, gymnasiums, natatoriums, community halls, maintenance buildings, park shelters, jails or penal institutions, and schools.

Public utility. A business for which the purpose is to furnish to the general public:

- a. Telephone service,
- b. Electricity,
- c. Natural gas,
- d. Water and sewer,
- e. Transportation of persons and property,
- f. Cable television, or
- g. Any other business so affecting the public interest as to be subject to supervision or regulation by a governmental agency.

Quarry. An open excavation where the works are visible at the surface; a place or pit where stone, slate, marble, etc., is dug out or separated from a mass of rock.

Regulations, Subdivision. The City of Emporia Subdivision Regulations, as adopted by the City Governing Body and as amended from time to time.

Regulations, Zoning. The term zoning regulations or this or these regulations shall mean the requirements set forth in the regulations herewith attached.

Restaurant. A public eating establishment in which the primary function is the preparation and serving of food on the premises.

Required Build-to-Line (RBL). A required build-to-line (RBL) is a set building line on a lot, measured parallel from the front and/or corner side lot line, where the structure must be located. The building facade must be located on the RBL or within the given range. Facade articulation, such as window or wall recesses and projections are not counted as the building façade line, which begins at the applicable façade wall.

Required Entry Zone (REZ). The required entry zone indicates that the facade that must provide a building entry.

Residential design manufactured home. A manufactured home on a permanent wall foundation which has minimum dimensions of twenty-two (22) body feet in length, a pitched roof, and siding and roofing materials which are customarily used on site-built homes.

Right-of-Way A strip of land occupied or intended to be occupied by certain transportation and public use facilities, like roads, railroads, and utility lines.

Sale, retail. The sale of goods, merchandise and/or commodities to the ultimate consumer.

Sale, wholesale. The sale of goods for resale, or the sale of goods produced or processed from raw materials which require bulk delivery of the product.

School. Any public, private or parochial learning facility including any school commonly referred to as a grammar or elementary school; a junior high or middle school; or a high school and which offers courses in general instructions at least five days per week and seven months per year which is lawfully licensed by the State of Kansas, accredited by the State Board of Education or, where required, certified as a preschool by the Kansas Department of Health and Environment.

Screening. Decorative fencing or evergreen vegetation maintained for the purpose of concealing from view the area behind such structures or evergreen vegetation.

Sexually oriented business. An adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio or sexual encounter center, as defined in K.S.A. 12-770.

Shading element. An awning, canopy, or arcade frontage attached to the facade of a Principal Building along a Required Build-to-Line (RBL). Shading Elements shall have a minimum height clearance of eight (8) feet above grade and minimum depth of four (4) feet, not to extend beyond sidewalk.

Sharrow. A road marking in the form of two inverted V-shapes above a bicycle that is used to indicate a shared lane environment for bicycles and automobiles.

Short-term rental. Any rental of a residential dwelling unit, or of a bedroom within a dwelling unit, in exchange for payment, as residential accommodations for a duration of less than thirty (30) consecutive days and no more than 56 total days in any 180 consecutive day period.

Sight and vision triangle. The unobstructed triangular area visible to the driver of a passenger vehicle maintained in such a manner as to provide a safe and open line of vision when approaching an intersection.

Sign. Any words, numerals, figures, devices, designs or trademarks by which anything is made known, such as are used to designate an individual firm, profession, business or commodity and which are visible from any public street or from the air.

- a. Billboard. Any advertising sign, board or panel erected, constructed or maintained for the purpose of displaying posters, pictures, printed or painted advertising matter.

- b. Electronic Message Center. A sign that is capable of displaying words, symbols, figures, or images that can be electronically changed by remote or automatic means.
- c. Noncombustible material. Any material which will not ignite at or below a temperature of one thousand two hundred (1,200) degrees Fahrenheit and which will not continue to burn or glow at that temperature.
- d. Projecting sign. Any sign, other than a wall sign, suspended from or supported by a structure or building, and projecting out therefrom.
- e. Roof sign. Any sign erected, constructed and maintained upon or over the roof of any building with the principal support on the roof structure.
- f. Structural trim. The moldings, battens, cappings and nailing strips which are attached to the sign structure.
- g. Temporary sign. Any sign, banner, pennant, special flag, balloon or other air or gas filled devices, or other attention-attracting devices intended for short-term use.
- h. Wall sign. All flat signs of solid face construction which are placed against a building or structure and attached to the exterior front, rear, or side wall of any building or other structure.
- i. Swinging Signs. A sign which, because of its design, construction, suspension, or attachment, is free to swing or move noticeably because of the wind.
- j. Portable Signs. A sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported.
- k. Feather sign: Sign. A sign extending in a sleeve-like fashion down a telescoping or fixed pole that is mounted in the ground or on a building or stand. A feather sign or flutter sign is usually shaped like a sail or feather, and attached to the pole support on one vertical side.

Stealth. A method of designing, constructing, and/or locating any telecom structure to blend in with the character and environment of the area in which it is located, and to enhance compatibility with nearby land uses and the area Parcel Types by minimizing visual impacts.

Stealth monopole. Any freestanding, monopole structure, fifty (50) feet or less in total height, as measured from the ground.

Storm shelter. An interior room, space within a building, or an entirely separate building, designed and constructed to protect its occupants from tornadoes or hurricanes. Shelters are intended to provide protection against both wind forces and the impact of wind-borne debris. The level of occupant protection provided by a space specifically designed as a shelter is intended to be much greater than the protection provided by buildings that comply with the minimum requirements of building codes.

Story. That portion of a building included between the upper surface of any floor and the upper surface of the floor or roof next above. If the finished floor level directly above a basement or unused underfloor space is six (6) feet or more above grade as defined herein for more than fifty (50) percent of the total perimeter or is eight (8) feet or more above grade for a total lineal distance of twenty (20) feet or more, such basement or unused underfloor space shall be considered as a story.

Stockyard. A yard where cattle, sheep, swine, and horses are kept temporarily for slaughter, market, or shipping.

Street or road. A Right-of-Way, dedicated to the public use, which provides principal vehicular and pedestrian access to adjacent properties.

Street line. A dividing line between a lot, tract or parcel of land and the contiguous street. Street network.

- a. Expressways. A street which provides for fast and efficient movement of large volumes of traffic between areas and across the city and does not provide a land service function.
- b. Arterial. A street which provides for through traffic movement between and around areas and across the city, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.
- c. Collector. A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
- d. Local. A street which provides for direct access to abutting property and for local traffic movement whether in business, industrial or residential uses.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Structure, Non-permanent. Any structure that is not attached to a permanent foundation, such as a shed or mobile home.

Structural alterations. Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this regulation, the following shall not be considered a structural alteration:

- a. Attachment of a new front where structural supports are not changed.
- b. Addition of fire escapes where structural supports are not changed.
- c. New windows where lintels and support walls are not materially changed.
- d. Repair or replacement of nonstructural members.

Studio. A facility or area devoted to the expression and practice of, and/or instruction in, arts, crafts, dance, pottery, photography, yoga, and similar activities, as well as private educational learning centers.

Substantial Change. A change in the footprint or style/design of a structure.

Subdivision Regulations. The regulations set forth in Section 6 of these regulations, providing the requirements for the platting of subdivisions of land.

Telecommunication tower. A guyed or self-supporting tower, constructed as a free-standing structure or in association with a building or other permanent structure or equipment, which contains one or more telecommunication antenna. Includes radio or television towers, communication towers, microwave transmitting and/or receiving towers and/or stations, radio antennas, commercial satellite earth stations, base station antennas or wireless systems, omnidirectional antennas and similar appurtenances.

Temporary Sign. Any sign, banner, pennant, special flag, balloon or other air or gas filled devices, or other attention-attracting devices intended for short-term usage.

Townhouse. A series of three (3) or more single-family residential dwelling structures joined together at one or more sides by a common wall and where the units are independent of each other, including the immediate parcel of land upon which each unit is built, and where portions of the land are held in common ownership with other units in the project.

Traffic street light. Lights in the right-of-way that primarily function to illuminate roadways and differences between pedestrian and motor vehicle zones. Traffic street lights are pole-mounted lighting fixtures less than thirty (30) feet tall and shall be full cutoff fixtures as to avoid casting direct light on any residential property and so no glare is visible to traffic on a public street.

Use. The specific purpose for which land or a building is designed, arranged, intended or for which it is or may be occupied or maintained.

Use regulations. The provisions of these regulations that identify permitted, conditional uses, impose use limitations, and regulate accessory and temporary uses, and home occupations.

Uses, temporary. Uses of land that are permitted in each parcel type unless specifically restricted to particular parcel types and are subject to the regulations and time limits, which follow, and to the other applicable regulations and information required by the Zoning Administrator of the parcel type in which the use is permitted.

Variance. A specific variation granted by the Board of Zoning Appeals from the specific terms of these regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of these regulations will, in an individual case, result in unnecessary hardship. Use variances are prohibited by state law.

Zoning Administrator. The person authorized by the City to administer these regulations.

Zoning Regulations. The terms zoning regulations, these regulations or regulations refer to the provisions of Sections 1 through 12.

Title: CGI Digital Grant Fund

Agenda Date: September 6, 2023

Presented By: Trey Cocking, City Manager

Background:

The City of Emporia initiated a project with CGI Digital to create a series of five videos showcasing the City and its facilities. These video links are incorporated on the official City of Emporia website but are hosted on the CGI Digital platform. As part of this project, local businesses were given the chance to get involved by purchasing advertising space on the City of Emporia's CGI Digital video page.

This approach benefits both the City and local businesses. The City acquires professionally produced videos to promote the municipality and facilities, which can enhance tourism and local pride. Meanwhile, local businesses can use the advertising space to reach a broader audience through the videos, potentially increasing their customer base and visibility.

Discussion:

This collaborative effort between the City, CGI Digital, and local businesses, could have positive effects on the community, the economy, and the overall image of Emporia.

City staff is proposing the implementation of a grant program, funded by the Transient Guest Tax, that would specifically target businesses with fifty (50) or fewer employees. To be eligible for this program, businesses must also have an annual revenue of no more than \$5 million.

It is recommended that the TGT Advisory Board assist with the creation of the CGI Digital Grant Program stipulations and process at their next meeting on September 19, 2023. This collaborative approach ensures that the grant program aligns with the city's goals, addresses the needs of local businesses, and optimally utilizes the Transient Guest Tax revenue to support the community's economic growth through this advertising effort.

Financial Considerations:

\$50,000 annually from TGT Funding, to be reviewed after two (2) years

Attachments:

[City of Emporia CGI Digital Contract \(PDF\)](#)



Name: Christine Torrens
Title: Communications Manager
Address: 111 East 6th Avenue
City, State, Zip: Emporia, KS 66801
Phone number: 620-343-4250
Website: www.emporiaks.gov
Email: ctorrens@emporiaks.gov

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Emporia (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.emporiaks.gov including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to five videos with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.emporiaks.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the www.emporiaks.gov within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.emporiaks.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

City of Emporia, Kansas

CGI Communications, Inc. D/B/A CGI Digital

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President, Government Relations & Strategic Partnerships

Date:

Date: 4/10/23



130 East Main Street, 5th Floor
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Phone: 800.398.3029
cgidigital.com