



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, SEPTEMBER 20, 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 the 100th Anniversary of Soden's Grove Bridge.

Accepted by: John Kretsinger, and Members of the Soden's Bridge Preservation Committee

Proclamation Recognizing the Kiwanis Club of Emporia Centennial Anniversary.

Accepted by: Debbie Williams, President-Elect of Emporia Kiwanis Club

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) Ordinance No. 23-28 Updating the City Zoning Regulations.

Presented by: Justin Givens, Administrator of Planning & Zoning

Recommended Action: Adopt Ordinance No. 23-28 Updating the City Zoning Regulations.

2) Resolution No. 3706 for 2023 General Obligation Bond Issue.

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Approve Resolution No. 3706 for 2023 General Obligation Bond Issue.

3) Memorandum of Understanding with Unified School District No. 253.

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Memorandum of Understanding with Unified School District No. 253.

4) Kansas Water Office Water Purchase Contract.

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve Kansas Water Office Water Purchase Contract.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) August Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for September 6, 2023.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Susan Brinkman

Vice Mayor Becky Smith

Commissioner Danny Giefer

Commissioner Erren Harter

Commissioner Jamie Sauder

EXECUTIVE SESSION

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

Recess into Executive Session to discuss confidential matters of a third party relating to economic development projects for 45 minutes, inviting Chuck Scott, RDA President; Jim Witt, Special Projects Coordinator; Tayler Wash, Special Projects Director; and Justin Givens, Planning & Zoning Administrator, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) TGT Board Discussion of Strategic Plan.
- 2) Flint Hills Technical College Update.
- 3) REC Commission
- 4) Urbanside Park Development.
- 5) Water System Update

ADJOURNMENT



PROCLAMATION

WHEREAS, on this auspicious day, we gather to pay tribute to the visionaries, engineers, and laborers whose unwavering dedication brought Soden's Bridge to life, spanning not just the Cottonwood River but also generations of memories and stories; and

WHEREAS, this iconic landmark stands as a testament to the strength of our community, reflecting the values of determination, innovation, and unity that have propelled us forward over the years; and

WHEREAS, Soden's Bridge has played a pivotal role in the growth and development of our beloved city, facilitating trade, commerce, and social interactions, laying the foundation for a thriving community that stands proudly today; and

WHEREAS, we acknowledge the countless journeys taken across this historic bridge, as it witnessed the evolution of our city and the diverse lives that have been woven into its fabric; and

WHEREAS, Soden's Bridge has withstood the test of time, reminding us that while progress is inevitable, preserving our heritage and cherishing our roots are equally vital.

NOW, THEREFORE, I, Susan Brinkman, the Mayor of Emporia do hereby proclaim September 30, 2023, as the official celebration of the

100 YEAR ANNIVERSARY OF SODEN'S BRIDGE

On this 20th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, Kiwanis International is a global organization of volunteers dedicated to improving the world one child and one community at a time, with the vision that one day all children will wake up in communities that believe in them, nurture them, and provide the support they need to thrive;

WHEREAS, the Kiwanis Club of Emporia was chartered in 1923 and has been serving the children of Emporia, Lyon County, and the world for 100 years;

WHEREAS, the Kiwanis Club of Emporia's community service projects have included organizing a parade to celebrate the new civic auditorium in 1941; building baseball diamonds, wading pools, and shelter houses; sponsoring youth to Boys State, Girls State, HOBY, and Key Leader; providing dictionaries to 3rd graders; Easter egg hunts, Thanksgiving morning movies, and Christmas shopping trips for underprivileged children; supporting Safe Kids Emporia, the Junior Astronaut Program, Habitat for Humanity, the Teddy Bear Clinic, Camp Alexander, the Salvation Army, Emporia Day Care, Keep It a Safe Summer, Special Olympics, Parents as Teachers, Food for Students, and other activities and organizations; providing scholarships to Emporia State University and Flint Hills Technical College students; and many additional projects;

WHEREAS, the Kiwanis Club of Emporia has actively sponsored Kiwanis leadership programs for youth, including Circle K at Emporia State University; Key Club at Emporia High School, Olpe High School, and Northern Heights High School; Builders Club at Emporia Middle School and Sacred Heart School; and K-Kids;

WHEREAS, the Kiwanis Club of Emporia's annual pancake feed has been a community event for 75 years;

WHEREAS, members have served as Kiwanis international trustees and in the Kansas district as governors, lt. governors, secretary, and treasurer;

WHEREAS, Emporia's Kiwanians participated in international service projects that raised \$75 million to eliminate Iodine Deficiency Disorder (IDD) by providing iodine to third-world countries deficient in this mineral and \$110 million to eliminate maternal and neonatal tetanus around the world;

WHEREAS, the Kiwanis Club of Emporia looks forward to serving the children of Emporia, Lyon County, and the world for another 100 years.

NOW, THEREFORE, I, Susan Brinkman, the Mayor of Emporia do hereby recognize the

KIWANIS CLUB OF EMPORIA'S CENTENNIAL ANNIVERSARY

On this 20th Day of September 2023

ATTEST:

Susan Brinkman, Mayor

Kerry Sull, City Clerk



Commission Action Report

Ordinance No. 23-28 Updating the City Zoning Regulations

Title: Ordinance No. 23-28 Updating the City Zoning Regulations

Agenda Date: September 20, 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.

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 of the 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. The Planning Commission at its July 18th meeting, reviewed the revised draft and voted unanimously to forward a recommendation for adoption to the City Commission.

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.

Financial considerations:

The City cost of Publication.

Recommended action:

Adopt Ordinance No. 23-28 Updating the City Zoning Regulations

Attachments:

Ordinance No. 23-28

Updated Regulating Plan 09 14 23

Excerpt of Minutes from July 18th Planning Commission Meeting

ORDINANCE NO. 23-28

AN ORDINANCE ADOPTING ZONING REGULATIONS GOVERNING THE USE OF LAND AND THE LOCATION OF BUILDINGS WITHIN EMPORIA, KANSAS, AS RECOMMENDED BY THE EMPORIA-LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION PURSUANT TO K.S.A. 12-753 ET SEQ.; ESTABLISHING ZONING PARCEL TYPES AND THE CLASSIFICATIONS OF SUCH PARCEL TYPES; ADOPTING BY REFERENCE THE OFFICIAL ZONING MAP AND THE ZONING REGULATIONS IN ACCORDANCE WITH K.S.A. 12-3009:3012 AND K.S.A. 12-3301:3302; AND REPEALING ALL EXISTING ZONING REGULATIONS.

WHEREAS, the Emporia-Lyon County Metropolitan Area Planning Commission initiated a proposal for adoption of revised and updated zoning regulations.

WHEREAS, the Planning Commission has considered a general revision of the aforesaid zoning regulations pursuant to K.S.A. 12-757, and has developed proposed zoning regulations and parcel types after giving reasonable consideration to existing uses and characteristics, suitability for particular uses, conservation of existing property values, availability of public services, and the most appropriate use of the land; and

WHEREAS, the Planning Commission, pursuant to K.S.A. 12-757, has caused to be published a notice of time in the official newspaper that a public hearing would be held on the 23rd day of May, 2023 at 6:00 p.m. at WLW Civic Auditorium Little Theater for the purpose of considering such proposed amendments and proposed zoning map; and

WHEREAS, at their July 18, 2023 meeting duly held in accordance with state law, upon proper motion and second a majority of the membership of the Planning Commission recommended changes and have transmitted said recommendation to the Governing Body of the City of Emporia;

WHEREAS, the Governing Body of the City of Emporia has considered the recommendations of the Planning Commission and examined the proceedings of the Planning Commission, and find them all in order and conformity with City ordinances and State Statutes.

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

Section 1. Adoption: The proposed general revision to the zoning regulations, as recommended for adoption by the Emporia-Lyon County Metropolitan Area Planning Commission, with such changes as approved by two-thirds majority vote of the governing body, is hereby approved and incorporated by reference as if fully set out herein, in accordance with the provisions of K.S.A. 12-3009:3012 and K.S.A. 12-3301:3302.

Section 2. Official Map: The proposed official zoning map as recommended for approval by the Planning Commission is hereby adopted and the same is hereby incorporated by reference as if fully set out herein in accordance with the provisions of K.S.A. 12-3009:3012 and 12- 3301:3302.

Section 3. Jurisdiction: On and after the effective date of this ordinance, the zoning regulations and official zoning map herein adopted and incorporated by reference shall govern all use of land and the location of buildings and other structures within the corporate limits of the City of Emporia.

Section 4. Official Copies: No fewer copies than three copies of the zoning regulations and the official zoning map marked, "Official Copy as Incorporated by Reference by Ordinance Number 23-28" and to which there shall be attached a published copy of this Ordinance, shall be filed with the City Clerk to be open for inspection and available to the public at all business hours.

Section 5. Pursuant to K.S.A. 12-761, the violation of any provision of the zoning regulations shall be deemed a misdemeanor, and any person, firm, association, partnership or corporation convicted thereof shall be punished by a fine or by imprisonment, or by both fine and imprisonment, as set forth in the zoning regulations. The Governing Body shall further have the authority to maintain suits or actions in any court of competent jurisdiction for the purpose of enforcing any provisions of these regulations and to abate nuisances maintained in violation thereof; and, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent unlawful construction, erection, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate such violation, or to prevent the occupancy of any building, structure or land.

Section 6. Any provision of this Ordinance which shall be declared invalid shall not affect the validity and authority of any other provisions of this Ordinance.

Section 7. Previous ordinances and any parts of ordinances in conflict with this Ordinance, including Ordinances 00-08, 00-09, 86-37, 86-38, 89-7, 89-19, 91-25, 96-28, 97-19 and 98-27 and the entirety of Appendix C of the Code of the City of Emporia, Kansas, 1983 are hereby repealed.

Section 8. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED BY THE GOVERNING BODY of the City of Emporia, Kansas this 20th day of September 2023.

Susan Brinkman, Mayor

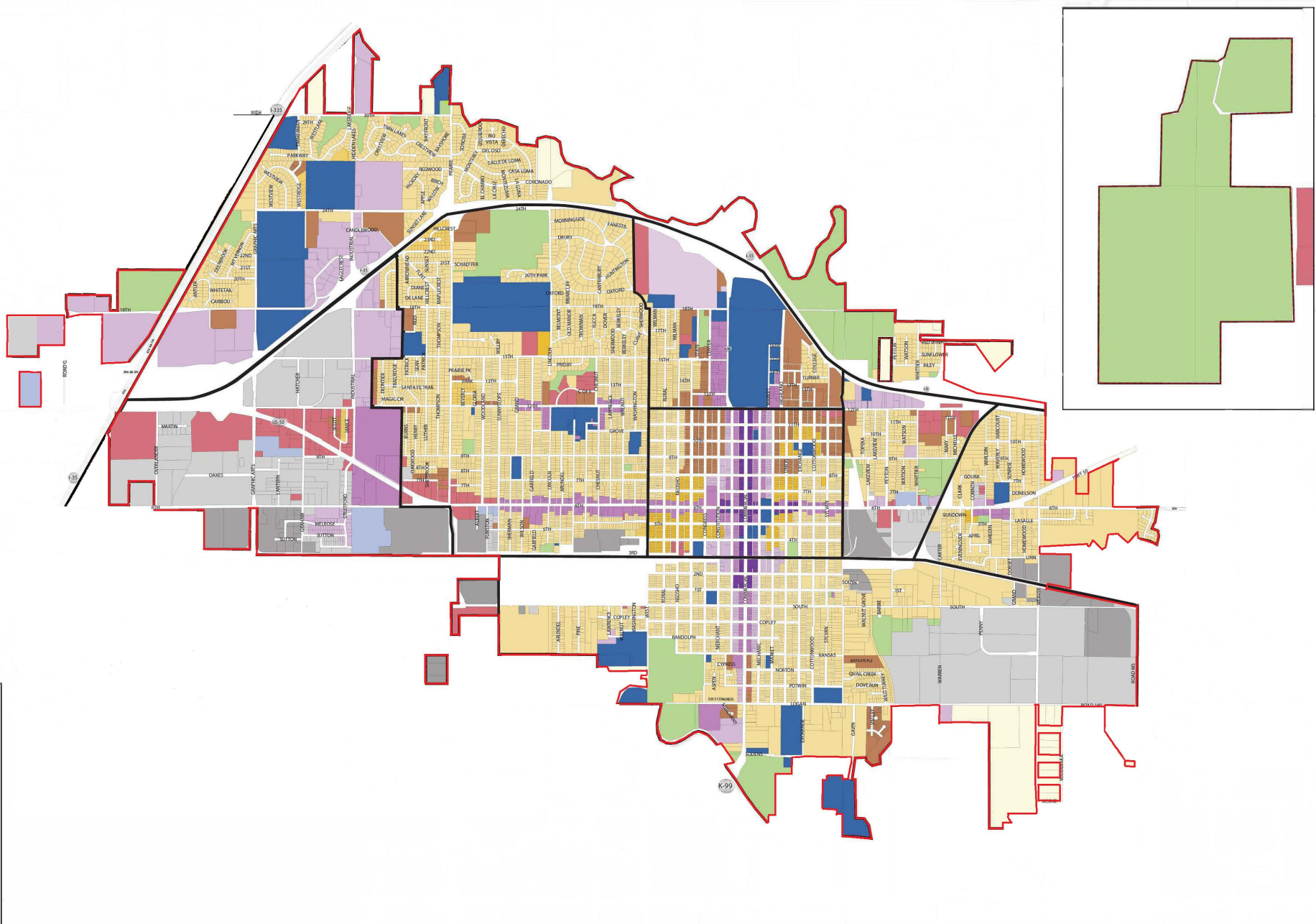
Kerry Sull, City Clerk

Emporia Regulating Plan

Emporia City Limits

	MU Mixed-Use
	FH Flex-Use High
	FL Flex-Use Low
	C Commercial
	MF Multi-Family
	SF-A Single-Family Attached
	SF-D Single-Family Detached
	CH Country Home
	IF Industrial-Flex
	LI Light Industrial
	HI Heavy Industrial
	C/P Civic/Public
	G/P/R Greenspace/Parks/Recreation
	Tax Lots

0 0.25 0.5 1 Miles
 N



EXCERPT OF MINUTES- 7/18/2023

EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, July 18, 2023, with Chair Thomas presiding. Members Duncan, Weaver, Barnes, Ogle, Rogers, and Bucklinger were present.

City staff: Justin Givens was present.

Chair Thomas called the meeting to order.

Consider a Recommendation to the Governing Body Recommending Adoption of the Updated Zoning Regulations.

Chair Thomas announced the agenda item.

Givens provided the staff report:

**PLANNING COMMISSION / BOARD OF ZONING APPEALS
STAFF REPORT
JULY 18, 2022
AGENDA ITEM NO. 2A**

Requested Action: Consider a Recommendation To The Governing Body On Proposed Zoning Regulations.

Purpose: To Update the Zoning Regulations for the City of Emporia

Analysis: The City and County jointly started a process of updating zoning regulations shortly after the current comprehensive plan PLAN ELC was approved. The City and County severed interest in pursuing a common zoning code during the process.

The City of Emporia has since engaged outside legal opinions and support in constructing a new document to replace the existing zoning regulations.

The proposed document has elements of form based zoning as well as traditional Euclidian zoning. At a Special Public Hearing on May 23, 2023, the Planning Commission conducted the required public hearing for the adoption of the new regulations. At that time, the public provided input and staff has since presented the Planning Commission with multiple changes to the document that reflected the public input and the Planning Commissions direction.

One remaining issue is outstanding and that is to include Section 4 Street Standards in the document or remove them and reserve Section 4 for future use.

A formal action is necessary by the Planning Commission to make a recommendation to the Governing Body for their consideration.

Recommendation: Staff recommends the Planning Commission recommend adoption of the new zoning regulations subject to further Planning Commission comment.

Attachments: None

The Commissioners discussed and determined to keep the Street Standards in the document and make no further revisions to the document.

Commissioner Barnes made a motion to recommend approval of the Zoning Regulations to the City Commission. Commissioner Duncan seconded the motion. Motion carried 7-0.



Commission Action Report

Resolution No. 3706 for 2023 General Obligation Bond Issue

Title: Resolution No. 3706 for projects related to water and sewer system and subdivision improvements

Agenda Date: September 20, 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. The authorizing bond Resolution creates permission to issue tax-exempt bonds. In most cases, it is a good idea to Authorize GO Bonds several months in advance of improvements.

Discussion:

The projects identified in Authorizing Resolution 3706 are the following:

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
Subdivision improvements-\$3,500,000

The meters previously identified in the study session have been authorized by the previous authorizing ordinance, but are included in the Series 2023 General Obligation Bond issue. The subdivision improvements may be financed by temporary notes with a January 2024 temporary note closing date.

Financial considerations:

The 2023 Bond Issue will be factored into the 2024 Debt Service Schedule. Principal and interest will be payable from enterprise funds. Potentially (depending upon the premium on bonds) some of the cost of issuance will be paid from enterprise funds as well.

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 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.



Commission Action Report

Resolution No. 3706 for 2023 General Obligation Bond Issue

Subdivision improvements will be paid for through the RHID program and potential special assessments.

Recommended action:

Approve Resolution No. 3706 Authorizing General Obligation Bonds for certain improvements within the City of Emporia.

Attachments:

Resolution No. 3706

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EMPORIA, KANSAS
HELD ON SEPTEMBER 20, 2023**

The governing body met in regular session at the usual meeting place in the City at 11:00 A.M., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING
CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT
OF THE COSTS THEREOF (2023 INFRASTRUCTURE PROJECTS).**

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the governing body:

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Emporia, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 3706

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (2023 INFRASTRUCTURE PROJECTS).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Emporia, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk, transportation or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, telecommunications, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
Lift Station #1	\$2,800,000
Lift Station #15	500,000
12 th Avenue Elevated Water Storage Rehab	865,000
Sanitary Sewer Main Improvements – Logan Ave to south of Zoo Ed Building	1,000,000
Kretsinger Infrastructure Improvements – Streets, Sanitary Sewer, Water, and Storm Sewer Improvements	<u>3,500,000</u>
Total	\$8,665,000

The estimated costs of the Improvements shall be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution. The costs of the Improvements, interest on

interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the Governing Body of the City of Emporia, Kansas, on September 20, 2023.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the Governing Body on September 20, 2023, as the same appears of record in my office.

DATED: September 20, 2023.

Clerk



Commission Action Report

Memorandum of Understanding with Unified School District No. 253

Title: Memorandum of Understanding with Unified School District No. 253

Agenda Date: September 20, 2023

Presented By: Christina Montgomery, City Attorney

Background:

City and school district staff have negotiated a Memorandum of Understanding ("MOU") regarding upgrades to the school crossing signal system to improve safety for pedestrians, access to controls, and solar power energy savings.

Discussion:

The proposed MOU addresses purchase, installation, software upgrades, and hardware upgrades to nineteen (19) school crossing signal lights. The City will purchase, upgrade, operate, and maintain all lights. USD 253 will reimburse the City for 100% of the purchase of four (4) rectangular rapid flashing beacons, and 50% up to a maximum of \$80,000 for the purchase, installation, upgrades, and software for fifteen (15) school zone lights over a period of ten (10) years. At the end of the term, the lights will remain the property of the City.

Financial considerations:

The City will purchase all hardware and software licensing and USD 253 will reimburse portions as discussed above.

Recommended action:

Approve Memorandum of Understanding with Unified School District No. 253.

Attachments:

Memorandum of Understanding with Unified School District No. 253

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF EMPORIA, KANSAS
AND
UNIFIED SCHOOL DISTRICT NO. 253, LYON COUNTY, KANSAS

THIS Memorandum of Understanding (MOU) is made and entered into this 13th day of September, 2023 by and between the City of Emporia (City) and Unified School District No. 253, Lyon County, Kansas (School District).

WHEREAS, the City and the School District intend to upgrade the school crossing signal system in order to improve safety for pedestrians, improve access to controls, and utilize solar power to save energy.

NOW THEREFORE, the Parties agree as follows:

1. Rectangular Rapid Flashing Beacons (RRFB)
 - a. The City has purchased four (4) new RRFB and has relocated one (1) RRFB for school crossings at locations depicted in Exhibit A, which is incorporated by reference.
 - b. The City will own, operate, and maintain the RRFB.
 - c. The School District will reimburse the City for 100% of the cost of purchase of the four (4) new RRFB upon receipt of invoice from City.
2. School Zone Lights (SZL)
 - a. The City will remove ten (10) existing SZL and acquire and install replacement lights and hardware; and the City will upgrade five (5) existing SZL with new hardware at locations depicted in Exhibit B which is incorporated by reference.
 - b. The City will contract with the software vendor for operation of the SZL.
 - c. The City will own, operate, and maintain the SZL.
 - d. The School District will reimburse the City for 50% of the cost of the purchase, installation, hardware upgrades, and ongoing operation of the SZL, including the cost of the software license to operate the lights for ten (10) years, up to a total aggregate amount of \$80,000.
 - e. The City agrees to pay the remaining costs of owning and operating the SZL.
 - f. The City and School District acknowledge that at the end of the 10-year software license, they will collaboratively evaluate the existing operation of the lights and decide whether to renew the software license and/or upgrade/replace the lights. If a mutual agreement is not reached by the end of the software license term, control of the lights will remain with the City at no cost to the School District.
3. Whereas, pursuant to K.S.A. 72-1148, all agreements entered into by the School District must include the DA-146a Contractual Provisions form, the City and School District hereby agree to incorporate into and make part of the MOU the Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto as Exhibit C.

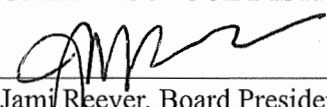
CITY OF EMPORIA, KANSAS

Susan Brinkman, Mayor

Attested By:

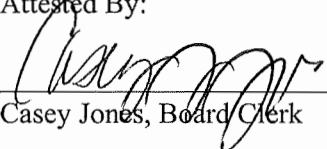
Kerry Sull, City Clerk

UNIFIED SCHOOL DISTRICT NO. 253

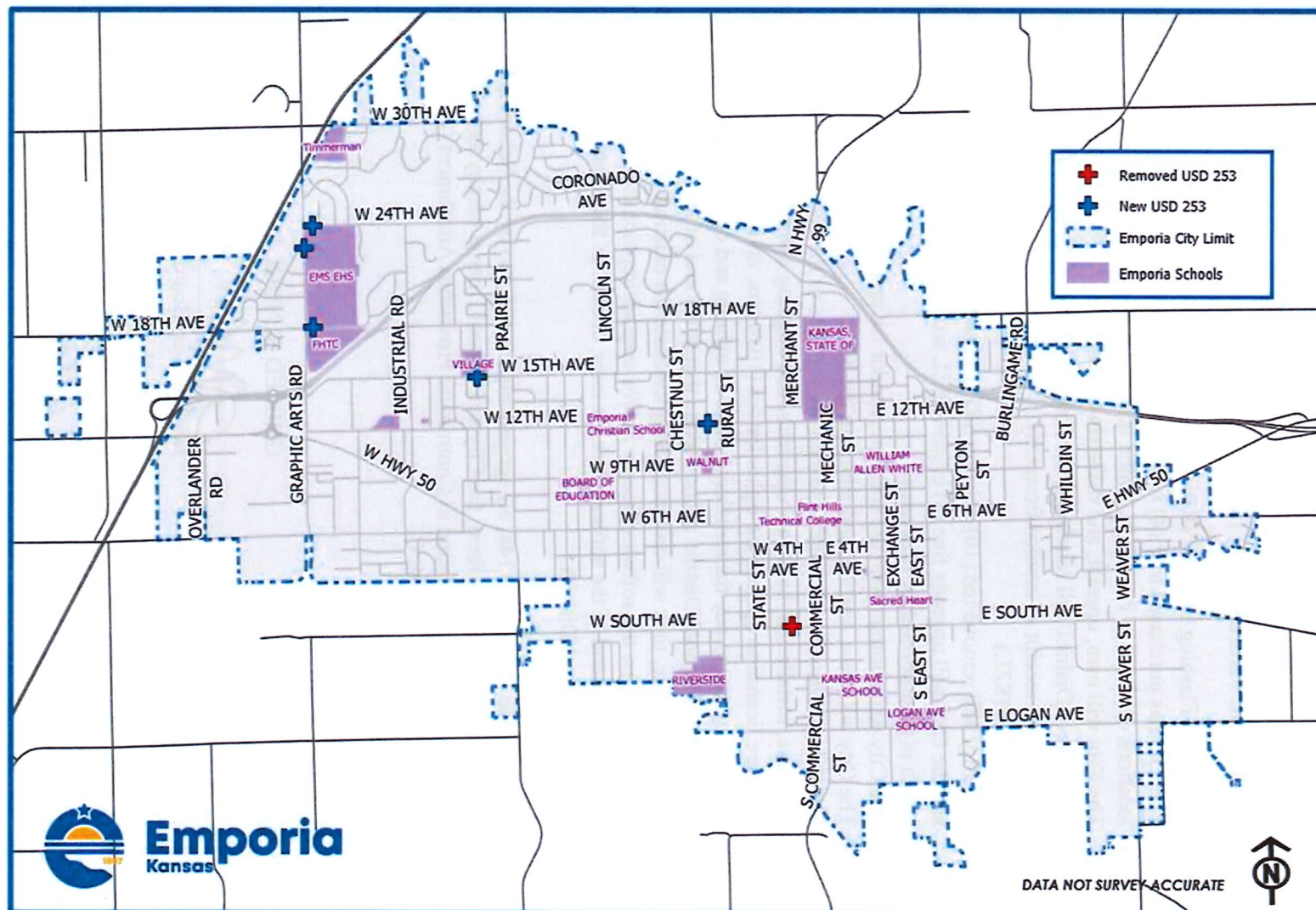


Jami Reeve, Board President

Attested By:

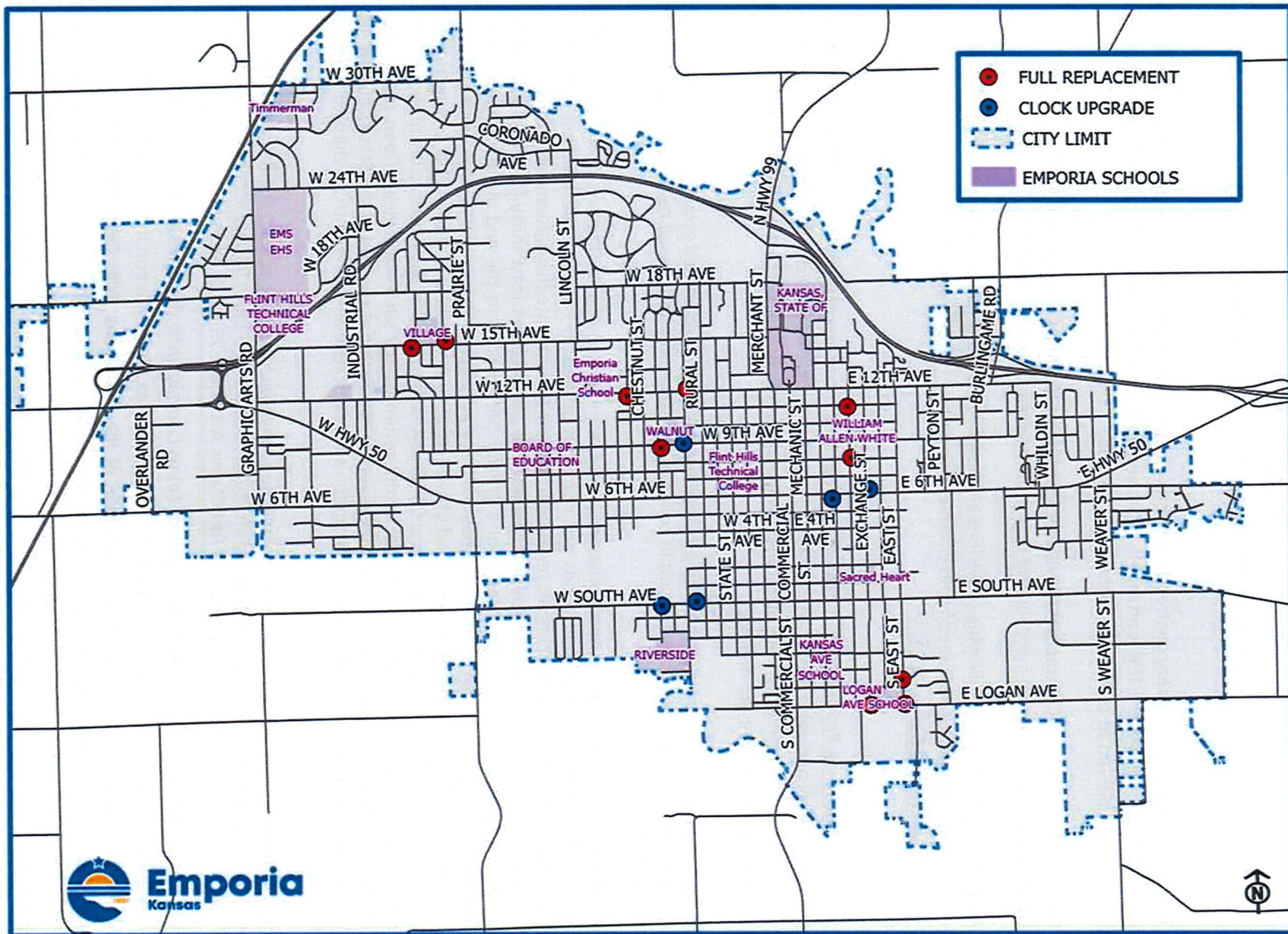


Casey Jones, Board Clerk



Rectangular Rapid Flashing Beacon Replacement and Removal Exhibit

Exhibit A



Emporia School Light Upgrade and Replacement Exhibit

Exhibit B

Exhibit C
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 13th day of September, 2021³

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

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

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility for Taxes. The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. Campaign Contributions Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Commission Action Report

Kansas Water Office Water Purchase Contract

Title: Kansas Water Office Water Purchase Contract

Agenda Date: September 20, 2023

Presented By: Dean Grant, Director of Public Works

Background:

On October 21, 1983, the City entered a 40-year contract with the State of Kansas Water Office ("KWO") for water storage in the Council Grove Reservoir to help supplement our natural stream flow water rights. This water is reserved for the City under the State Water Marketing Program and released during times of very low or no natural stream flows in the Neosho River. Under the current contract, the KWO has allotted 3358.90-acre feet (1,095,000,000 gallons) per year, at a fixed cost of approximately \$.10 per 1000 gallons.

The KWO modeled the City's usage, accounting for future increased need, and determined that Emporia would need to have 7000-acre feet (2,282,000,000 gallons) per year reserved in Council Grove Reservoir (this need was confirmed by Burns and McDonnell during the rate study). With the current contract expiring, the City Commission directed staff to negotiate the terms of a new Water Marketing contract. This contract will reserve almost 62% of the water in Council Grove Reservoir for the City of Emporia. The contract will continue to supplement the natural stream flow rights that the City has currently.

Discussion:

The current Water Marketing contract will expire on October 21, 2023. Staff negotiated a new variable rate contract for 7000-acre feet per year through 2045. The City will be financially responsible for one-half of the annual allotment of water, whether it is used or not. The contract will need to be approved by the commission prior to the State of Kansas Water Authority's approval at their meeting in October.

Financial Considerations:

The City will pay a rate set in accordance with K.S.A. 82a-1306. The rate will be \$.473 per 1000 gallons in calendar year 2023 and \$.493 per 1000 gallons in calendar year 2024 with future annual rate adjustments. Fifty percent of the contract quantity must be paid whether or not water is withdrawn during any calendar year. The water will cost approximately \$562,513.00 in 2024. The cost of the water, including the anticipated annual adjustments, was factored into the water rate during the study presented to the commission earlier this year.

Recommended Action:

Approve Kansas Water Office Water Purchase Contract

Attachments:

Kansas Water Office Water Purchase Contract

KANSAS WATER OFFICE

WATER PURCHASE CONTRACT NO. 23-_____

This contract is executed and entered into this _____ day of _____, 2023, by and between the State of Kansas, as represented by the Kansas Water Office (hereinafter referred to as the “State”), an authorized agency to enter such contracts for the State of Kansas and the City of Emporia, Lyon County, Kansas, (hereinafter referred to as the “Purchaser”).

RECITALS

WHEREAS, the Purchaser desires to purchase a supply of Raw Water for a municipal and industrial use to supplement its existing Water Rights during times of short supply; and

WHEREAS, the State has signed Agreements (Contract Nos. DACW56-75-C-0052 and DACW56-96-WS-0004) with the United States of America under the provisions of the Water Supply Act of 1958 (Title III, P.L. 85-500), for water supply storage space in the Reservoir; and

WHEREAS, the State has filed appropriate water reservation rights with priority dates of March 27, 1974 and May 2, 1994, authorizing it to divert and store water in the conservation storage water supply capacity in the Reservoir; and

WHEREAS, the Director is authorized by K.S.A. 74-2615, and by K.S.A. 82a-1305, to negotiate contracts for the sale of water from the conservation storage water supply capacity in the Reservoir committed to the State; and

WHEREAS, the Purchaser filed an appropriate application on May 26, 2023, with the State to negotiate the purchase of Raw Water from the Reservoir, in compliance with the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.*; and

WHEREAS, on May 26, 2023, the Purchaser provided a written notice requesting to enter into negotiations for a contract with the Director; and

WHEREAS, on June 7, 2023, the Authority granted permission to the Director to enter into negotiations with the Purchaser; and

WHEREAS, some of the Purchaser's immediate and projected water supply needs can be provided from the Reservoir; and

WHEREAS, the withdrawal of up to 2,280.958 million gallons of Raw Water annually from the Reservoir for use by the Purchaser is in the interest of the people of the State of Kansas and will advance the purposes set forth in Article 9 of Chapter 82a of Kansas Statutes Annotated; and

WHEREAS, the quantity of Raw Water from the Reservoir being negotiated does not exceed the yield capability from the conservation storage water supply capacity in the Reservoir that is available to the State for use under the water marketing program through a drought having a two percent chance of occurrence in any one year.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

As used in this contract, unless the context otherwise requires:

- a. "Authority" means the Kansas Water Authority, per K.S.A. 74-2622, or its successor.
- b. "Contract Quantity" means the quantity of Raw Water from the State's conservation storage water supply capacity in the Reservoir as set out in Article 6, paragraph (a).
- c. "Director" means the Director of the Kansas Water Office, his or her successor, or designated representative.
- d. "Minimum Charge" means the annual payment set out in Article 7 paragraph (b).

e. “Party” or “Parties” means the State of Kansas, as represented by the Kansas Water Office, and the Purchaser.

f. “Point of withdrawal from the reservoir” means the point at which water is taken from the Reservoir by pump, siphon, canal, or any other device or released through the dam by gates, conduits, or any other means.

g. "Point of redirection" means the point where released water is taken for beneficial use from the watercourse by which it is transported.

h. “Raw Water” refers to untreated water from the Reservoir.

i. “Reservoir” means Council Grove Lake in Morris County, Kansas.

j. “Water Right” and “Water Rights” means vested and appropriation water rights established pursuant to the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*

ARTICLE 2. TERM OF THE CONTRACT

The term of this contract shall be for the period, beginning October 22, 2023 and ending December 31, 2045. The Purchaser may begin withdrawing Raw Water under this contract on October 22, 2023.

ARTICLE 3. LEGISLATIVE DISAPPROVAL AND REVOCATION

This contract, and all amendments and renewals, are subject to disapproval and revocation by the Kansas Legislature as provided in K.S.A. 82a-1307.

ARTICLE 4. UNITED STATES APPROVAL

a. Except when the Point of withdrawal from the reservoir is a release through the dam by gates or conduits owned and operated by the United States, the Purchaser shall secure the right from the United States to construct, modify, alter, or maintain installations and facilities at

the Point of Withdrawal from the Reservoir as the Purchaser shall deem necessary to effectuate the terms of this contract when any such installations and facilities are on federal lands.

b. The Purchaser shall bear any and all costs of construction, modification, operation, and maintenance of Purchaser-owned, leased, or constructed installations and facilities.

c. The Purchaser shall provide the Director, upon written request, with proof of any easement granted by the United States for rights-of-way across, in, and upon federal land required for intake, transmission of Raw Water, and necessary appurtenances by and for the benefit of the Purchaser.

ARTICLE 5. COMPLIANCE WITH KANSAS STATUTES AND REGULATIONS

a. This contract is subject to all applicable federal and state statutes and regulations including specifically, but not by way of limitation, the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*; the State Water Resource Planning Act, K.S.A. 82a-901, *et seq.*; the State Water Plan, K.S.A. 82a-927, *et seq.*; and the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.* All references to statutes, rules, and regulations in this contract include any applicable amendments enacted after the execution of this contract.

b. The Parties agree to comply with all applicable statutes and regulations.

ARTICLE 6. QUANTITY OF WATER

a. Contract Quantity. During the term of this contract, defined in Article 2, and subject its conditions, the Purchaser is entitled to withdraw not more than 2,280.958 million gallons of Raw Water from the State's conservation storage water supply in the Reservoir during any one (1) calendar year. If the Purchaser does not withdraw the entire Contract Quantity in any calendar year, the unused amount of water shall not add to the Purchaser's entitlement during any subsequent year.

b. Review and Adjustment. The Director shall review the quantity and purposes for which water is used on the sixth anniversary of the execution of this contract and on each annual anniversary for the remaining portion of the term of this contract. The Director may adjust the total amount of water contracted for on the sixth anniversary of the execution of the contract and on each annual anniversary thereafter, if the Purchaser does not begin full payment for the water under contract and another water user is ready willing and able to contract for such water. The parties jointly interpret this provision to prevent adjustment as long as the Purchaser is making actual payments in accordance with this contract. The parties acknowledge that this contract is being executed for the purpose of providing supplemental water supply, the stated quantity of which is substantiated by specific analysis and modeling, and that use of the full quantity stated in this contract is not expected to be made each and every year during the contract period.

Alternatively, on the sixth anniversary of the execution of this contract, and on each anniversary thereafter, the Director may reduce the total amount of water contracted for, upon request by the Purchaser, accompanied by the Purchaser's sufficient demonstration of the need to reduce the amount as requested. The granting or denial of this request shall be at the discretion of the Director. However, if Purchaser sufficiently demonstrates that the reduced need is, or will be, due to the Purchaser's incorporation of conservation measures and/or lawful storage capacity enhancement measures, this showing will create a presumption that the Purchaser's request should receive strong consideration for approval.

c. Water Rights. Any Water Rights acquired by the Purchaser after, and having priority dates later than the date of execution of this contract, and any water diverted pursuant to such rights, shall not be used by the Purchaser to offset or reduce the Contract Quantity or the Purchaser's payment obligations, as provided in Article 9 unless approved by the Director.

d. The Purchaser may redivert Raw Water withdrawn from the Reservoir in accordance with the terms of this contract without obtaining a permit or Water Right under the Kansas Water Appropriation Act. Rights of the Purchaser under this contract shall be entitled to the same protection as any other vested property interest including vested water rights, water appropriation rights, and approved applications for permit to appropriate water.

ARTICLE 7. PRICE OF WATER

a. Price. The Purchaser agrees to pay the State, at the rate set in accordance with K.S.A. 82a-1306, for each one thousand (1,000) gallons of Raw Water withdrawn or Raw Water which must be paid for under terms of this contract; provided, however, that the Purchaser is obligated and agrees to pay the Minimum Charge in accordance with this Article regardless of the quantity of Raw Water actually withdrawn, except as provided in Article 13. The rate for Raw Water which must be paid for under terms of this contract shall be \$0.473 for each one thousand (1,000) gallons during calendar year 2023.

b. Minimum Charge. The Purchaser agrees to pay to the State a Minimum Charge whether or not water is withdrawn during any calendar year during the term of this contract. The Minimum Charge for each calendar year shall be determined as provided in K.S.A. 82a-1306. The Minimum Charge for calendar year 2023 and each succeeding calendar year shall be the sum of the following two components:

(1) fifty (50) percent of the Contract Quantity multiplied by the rate established in accordance with paragraph (a) of this Article or as adjusted in accordance with paragraph (c) of this Article; and

(2) a charge on the remaining fifty (50) percent of the Contracted Quantity computed by multiplying the net amount of moneys advanced from state funds for costs incurred

and associated with that portion of the conservation storage water supply under the State Water Marketing Program by the average rate of interest earned during the past calendar year by the Pooled Money Investment Board on thirty (30) day repurchase agreements.

c. Review and Adjustment of Rates. The Director shall review the rate stated in this Article by July 15 of each year during the term of this contract and, as provided in K.S.A. 82a-1306, may adjust the rate effective January 1 of the following year. Such adjusted rate shall be charged for all Raw Water withdrawn by the Purchaser or all Raw Water which must be paid for under terms of this contract. The Director shall notify the Purchaser in writing by July 31 of each year of the adjusted rate which will become effective on January 1 of the ensuing year. Failure to furnish such notification by July 31 shall not relieve the Purchaser of the obligation to pay such adjusted rate.

ARTICLE 8. PURPOSE AND PLACE OF USE

a. Purpose. Water purchased under this contract shall be used for purposes which are stated in the recitals.

b. Place of Use. The place of use for water purchased under this contract shall be within and in the immediate vicinity, as defined at K.A.R. 5-1-1(mm), of the City of Emporia; within the boundaries of R.W.D. Nos. 1, 2, 3, 4, and 5, Lyon County, Kansas; the Lyon County portion of R.W.D. No. 2, Coffey County, Kansas; the City of Olpe, Kansas and immediate vicinity; the City of Admire, Kansas and immediate vicinity; the City of Bushong, Kansas and immediate vicinity; the City of Allen, Kansas and immediate vicinity; the City of Neosho Rapids, Kansas and immediate vicinity; the Emporia Municipal Golf Course; Panhandle Eastern Pipeline Company; Harmony Hill Grade School; and the City of Hartford, Kansas and immediate vicinity. The place of use authorized under this contract shall be consistent with the place of use authorized under the

Purchaser's related water right acquired under the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*, and amendments thereto.

c. Approval of Change in Place of Use. The Purchaser shall inform the Director of any intention to sell any Raw Water under this contract to any person or entity located outside the place of use defined in paragraph (b) of this Article. Whenever the Purchaser shall propose to enter into a contract to sell Raw Water purchased under this contract to any such person or entity outside the defined place of use, the Purchaser shall, before execution thereof, submit a copy of such contract to the Director for review by the Authority. The Purchaser agrees not to execute and enter into any such contracts unless approved by the Authority.

ARTICLE 9. BILLING AND PAYMENT SCHEDULE

a. Payments. Remittance of the Minimum Charge, as provided in Article 7 (b) and this Article shall be paid to the State in either one annual payment on or before the due date established in Article 9, or in equal monthly installments during the calendar year in which the Minimum Charge is due, whether or not water is withdrawn during the calendar year.

b. Determination of Charges. Charges for Raw Water for which payment is required shall be determined by the State in accordance with K.S.A. 82a-1308a. The Purchaser acknowledges and agrees that rate computations are subject to change, based on subsequent amendments to State statutes that may affect the terms of this contract.

c. Water Subject to Payment. The Purchaser shall pay as specified in this contract for all Raw Water withdrawn under terms of this contract up to the maximum quantity obligated by

this contract (2,280.958 million gallons per year). In no event shall the Purchaser be permitted to withdraw more than the maximum of 2,280.958 million gallons in any one calendar year.

d. Initial Minimum Charge. The initial Minimum Charge shall become due within 30 days after the execution of this contract and will be calculated on the remainder of the calendar year. Payment of the initial Minimum Charge shall entitle the Purchaser to receive up to one-half (1/2) of the prorated maximum annual quantity of Raw Water in 2023 as set forth in Article 6, without additional charge.

e. Subsequent Minimum Charges. On each subsequent January 1st, the Minimum Charge shall be in accordance with paragraph (a) of this Article. Payment of the Minimum Charge shall entitle the Purchaser to receive during the calendar year, without additional charge, one-half (1/2) of the maximum annual quantity obligated under terms of this contract.

f. Water in Excess of Minimum. Within thirty (30) days after the end of each calendar year during the term of this contract, the State shall bill the Purchaser for any Raw Water withdrawn during the calendar year in excess of the amount of Raw Water used to compute the Minimum Charge. The Purchaser shall be given credit for the proportionate share of the payment which was made as an interest charge on the net amount of monies advanced from the State General Fund for the costs incurred and associated with providing fifty (50) percent of the total annual amount of water contracted for purchase during that calendar year. Remittance for payments for Raw Water withdrawn in excess of the quantity used to calculate the Minimum Charge shall be paid to the State in full within thirty (30) days after receipt of a bill from the State.

g. Overpayment or Underpayment. If for reason of error in computation, measuring device malfunction, or other causes, there is an overpayment or underpayment to the State by the Purchaser of the charges required by this contract, such overpayment shall be reimbursed or

underpayment shall be billed, as the case may be. The State shall notify the Purchaser thereof in writing. However, all charges made in any year shall be conclusively presumed to be correct six (6) months after the end of such year.

h. Adjustment for Apportionment. In the event the Purchaser is unable in any year to withdraw the quantity used to calculate the Minimum Charge due to an apportionment under paragraph (c) of Article 13, the amount of the Minimum Charge actually paid in excess of the charge for the amount of Raw Water actually withdrawn by Purchaser shall be credited to reduce the Minimum Charge obligation of the Purchaser for the subsequent calendar year.

i. Overdue Payments. If the Purchaser fails to make any of the payments when due, then the overdue payments shall bear interest, compounded annually at the rate prescribed in K.S.A. 82a-1317. This shall not be construed as giving the Purchaser the option of either making payments when due or paying interest, nor shall it be construed as waiving any of the rights of the State that might result from such default by the Purchaser.

j. Payments. Any payments due and payable to the Kansas Water Office under the terms of this contract shall be transferred electronically under such arrangements as the Purchaser and the State determine or shall be sent to:

Kansas Water Office
Attention: Accounts Payable/Water Marketing
900 SW Jackson Street, Suite 404
Topeka, KS 66612

ARTICLE 10. POINT OF WITHDRAWAL AND REDIVERSION

a) The Point of withdrawal from the reservoir shall be at the release gates of Council Grove Lake.

b) The Purchaser's Point of rediversion shall be the point of diversion in the Neosho River authorized by the Purchaser's Water Rights located in the NE ¼ of the NE ¼ of the NE ¼ of Section 10, Township 16 South, Range 8 East, in Lyon County, Kansas.

ARTICLE 11. METERING OF WATER

a) The Purchaser shall, at its own expense, furnish, install, operate, and maintain a commercial measuring device at the Point of rediversion that complies with the Kansas Water Appropriation Act and the rules and regulations adopted by the Kansas Department of Agriculture, Division of Water Resources ("DWR").

b) The Purchaser shall test and calibrate all measuring devices upon installation and thereafter as necessary or whenever requested by the Director, but not more frequently than once every twelve (12) months. A measuring device that meets the standards set forth in DWR regulations shall be deemed to be accurate. Testing and calibration of measuring devices must comply with DWR regulations.

c) The previous readings of any measuring device disclosed by a test to be inaccurate shall be corrected for the three (3) months previous to such test or one-half (1/2) the period since the last test, whichever is shorter, in accordance with the percentage of inaccuracy found by such tests.

d) If any measuring device fails to register for any period, the amount of Raw Water furnished during such period shall be determined by the Director, in consultation with the Purchaser.

e) During the withdrawal of Raw Water the Purchaser shall, upon the Director's request, read the measuring device and send such readings to the Director on a weekly basis.

f) The Purchaser shall provide to the State monthly reports of all water diverted from any sources under authority of Water Rights acquired and subject to Article 6 paragraph (c).

g) Representatives of the State shall, at all reasonable times, have access to the measuring device for the purpose of verifying all readings.

h) The State may measure withdrawals by other suitable means to verify the accuracy of the Purchaser's measuring device or to measure the amount of rediverted Raw Water when the Purchaser's measuring device fails to register.

ARTICLE 12. WATER WITHDRAWAL

The Purchaser shall notify the Director prior to any withdrawal of Raw Water. At that time, the Purchaser shall provide such notification, in writing, of the estimated amounts, dates, and rates of withdrawal. In no event, during the term of this contract, shall the Purchaser withdraw Raw Water in excess of the maximum daily rate of 20 million gallons.

ARTICLE 13. CONTINUITY OF WATER SERVICE

a. The Director shall make all reasonable efforts to perfect and protect the water reservation rights necessary for the satisfaction of the State's water supply commitment. In the event it becomes necessary for any reason to apportion the water among all of the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir, or to temporarily discontinue the furnishing of water to such persons, the Director will give each person oral notice, followed by a written notice, of such action as far in advance as is reasonably practicable.

b. The Director, Kansas Water Office, and the Authority shall not be responsible for, or have any legal liability for any insufficiency of water, or for the apportionment thereof, and the duty of the Director, Kansas Water Office, and the Authority to furnish water is specifically subject to the following conditions:

(1) If the total amount of water contracted for withdrawal by all purchasers from the Reservoir in any year is greater than the supply available from the conservation storage water supply in the Reservoir, the Director, with the approval of the Authority, will apportion the available water among all the purchasers having contracts therefor, as may best provide for the health, safety, and general welfare of the people of Kansas as determined by the Authority.

(2) The Director shall evaluate the effect of sediment deposits in the Reservoir and, if such evaluation indicates that the sediment deposits have reduced the yield from the State's conservation storage water supply space, the Director will apportion available water among the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir in relation to the annual volume of water contracted. If a reduction has been made and future calculations and/or experience proves an increased yield from the Reservoir, the Purchaser's Contract Quantity shall be increased proportionally up to the Contract Quantity.

(3) If the United States temporarily discontinues or reduces water storage available to the State in the Reservoir under the State's agreement with the United States of America for the purpose of inspection, investigation, maintenance, repair, or rehabilitation of the Reservoir or for other reasons deemed necessary by the United States of America, the Director will apportion the available water among the persons having contracts for water from the conservation storage water supply in the Reservoir as determined by the Director.

(4) If, because of an emergency, the Director deems it necessary for the health, safety, and general welfare of the people of Kansas to reduce or terminate the withdrawal of water from the Reservoir, the Director, with the approval of the Authority, will apportion any available water among the persons having contracts to purchase water from the conservation storage water supply in the Reservoir as may best provide for the health, safety, and general welfare of the people of Kansas.

c. In the event the Director finds it necessary to apportion the available water from the conservation storage water supply in the Reservoir among the persons having contracts therefore, and such apportionment results in the Purchaser being unable, during any year, to receive the amount of water that has been purchased by payment of the Minimum Charge, the Purchaser shall pay the State only for the amount of water actually made available to the Purchaser during the year.

ARTICLE 14. LIABILITY

a. The Parties acknowledge that this contract is for Raw Water from the conservation storage water supply in the Reservoir. The State, the Director, the Authority, or any employee, agent, or agency of the State of Kansas, makes no guarantee for, nor assumes any liability for any claim arising out of the control, carriage, handling, use, disposal, or distribution of water furnished to the Purchaser beyond the Point of withdrawal from the reservoir except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*, and the Purchaser shall hold the State harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the control, carriage, handling, use, disposal, or distribution of Raw Water beyond the Point of withdrawal from the reservoir. Nothing in this Article shall be construed to impair any protection of the rights of the Purchaser as set forth in Article 6.

b. In addition, neither the Director nor the Authority shall be liable for any claim by Purchaser arising out of the quality of the Raw Water in the Reservoir or at the Point of redirection. The Purchaser shall hold the State, its agencies, employees, and agents harmless from or on account of any and all damage to Purchaser of any nature whatsoever arising out of or connected with the quality of the Raw Water in the Reservoir, at the Point of withdrawal from the reservoir or at the Point of redirection.

ARTICLE 15. AMENDMENT

The contract may be amended or nullified by written agreement of the Parties, as provided in K.S.A. 82a-1316.

ARTICLE 16. ASSIGNMENT OF CONTRACT

a. The Purchaser may not assign, sell, convey, or transfer all or any part of this contract, or any interest therein, unless and until the same is approved by the Director and the Authority pursuant to K.S.A. 82a-1316 and K.A.R. 98-5-5.

b. Whenever the assignment, sale, conveyance, or transfer of all or any part of this contract involves a change in either the place of use or the purpose of use, the Authority shall have the option to cancel the contract or portion thereof and make the water available for purchase by persons who have filed applications in accordance with rules and regulations for administration of the State Water Plan Storage Act, K.S.A. 82a-1301 *et seq.*

ARTICLE 17. RIGHT OF FIRST REFUSAL

As required by the provisions of K.S.A. 82a-1305(a), upon expiration of this contract, the Director shall give the Purchaser the first right of refusal to purchase any offering of the water subject to this contract before offering the same to any other applicant under the provisions of K.S.A. 82a-1310a, *et seq.*

ARTICLE 19. WATER CONSERVATION PLAN

The Purchaser shall adopt and implement a water conservation plan, prepared in accordance with the guidelines developed and maintained by the Kansas Water Office.

ARTICLE 21. MISCELLANEOUS PROVISIONS

a. Severability. In the event any provisions of this contract, or any part of any provision of this contract, are held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms that can be given effect without the invalid provision or portion of such provision, and to that end the terms of this contract are intended to be severable.

b. Choice of Law, Jurisdiction, and Venue. Disputes arising out of this contract shall be determined under the laws of the State of Kansas, in the district courts of that state, sitting in Shawnee County, Kansas.

c. Kansas Contract Provisions Attachment. The provisions of Form DA-146a, which is attached, are hereby incorporated in this contract and made a part thereof by reference.

d. Headings. Headings used in this contract are informational and not to be considered persuasive or determinative of any clause or matter in dispute.

e. Merger. This contract contains the full understanding of the Parties with respect to the matters hereto and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto, and may not be amended or modified except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties affirm and acknowledge the terms and conditions agreed to above, and further affirm that they have the authority to bind the Parties by their signatures and have executed this contract as of the day and year first above written.

THE STATE OF KANSAS, BY:

PURCHASER, BY:

Connie Owen

Susan Brinkman, Mayor

Director, Kansas Water Office

City of Emporia, Lyon County, Kansas

WITH THE EXPRESS APPROVAL OF
THE KANSAS WATER AUTHORITY,
BY:

ATTEST:

Dawn Buehler
Chair, Kansas Water Authority

CONTRACTUAL PROVISIONS ATTACHMENT A

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of

ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: September 20, 2023
Presented By: Trey Cocking, City Manager

Background:

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

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

Monthly Local Retail Sales Tax Receipts Update

	2022	2023	
	\$ 514,737.39	\$ 569,303.74	Increase of \$56,566.35 for the month, and
YTD	\$3,962,655.98	\$4,312,253.54	Overall increase of 8.82% from year 2022.

City Share from County Tax

	2022	2023	
	\$ 263,349.85	\$ 317,808.00	Increase of \$54,458.15 for the month, and
YTD	\$2,016,686.99	\$2,281,081.83	Overall increase of 13.11% from year 2022.

Building Permits issued from 8/1/2023 to 8/31/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	83
Total of valuations associated with those building permits:	\$ 3,622,572.00
Total number of dollars collected for Building Permit Fees:	\$ 22,652.25
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

Flint Hills Mall CID for August 2023	\$ 21,131.66
YTD	\$156,518.56

Pavilions CID for August 2023	\$ 16,542.02
CID #2	\$ 16,538.59
YTD	\$ 127,363.18



DATE: September 11, 2023
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the eight-month period ended August 31, 2023, has been reviewed and the significant budget variations have been explained below.

Revenue:

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

Sales Tax: \$598,135 higher than YTD Budget

City Sales Tax: \$357,054 higher

County Wide Tax: \$241,081 higher

Franchise tax: \$131,909 higher than YTD Budget

Electric - \$20,587 lower

Gas - \$131,406 higher

Cablevision - \$26,020 higher

Use of Property and Money: \$218,981 higher than YTD Budget

Interest \$208,425 higher

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

Expense

Personnel Services: \$202,111 higher than YTD budget due to salary study increases.

Commodities: \$102,728 lower than YTD budget

Jet fuel purchases - \$44,003 lower

Gasoline purchases - \$40,461 lower

Ambulance Supplies - \$32,970 lower

Other Charges: \$158,815 lower than YTD budget

Shop Labor - \$75,497 lower

Inter department Charges - \$121,865 lower
Pavilion Sales tax - \$43,062 higher

Capital Outlay: \$172,493 under YTD budget due to not purchasing items yet.

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

Other Contractual Services: \$148,524 lower than YTD budget

Profession Services - \$20,152 lower

Contractual Services - \$53,772 lower

Street Lighting - \$49,673 lower

Total revenues for the eight-month period ended August 31, 2023, were \$3,422,733 over the YTD budget while expenses were \$1,873,948 over the YTD Budget. Therefore, the General Fund experienced operating results of \$1,548,784 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the eight-month period ended August 31, 2023. The significant budget variations have been explained below.

Revenue

Sale of Water: \$600,601 over YTD budget.

Expense

Maintenance & Repair: \$738,872 over YTD budget

Equipment - \$235,937 higher

Main to Meter - \$136,881 higher

Water Main - \$318,216 higher

Streets - \$122,772 higher

Pumping equipment - \$71,272 lower

Commodities: \$152,506 over YTD budget

Chemicals - \$139,424 higher

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

Total revenues for the eight-month period ended August 31, 2023, were \$685,439 over the YTD budget while expenses were \$566,909 higher the YTD Budget. Therefore, the Water Fund experienced operating results of \$118,529 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the eight-month period ended August 31, 2023. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$155,949 higher than YTD budget

Grant money: \$1,225,409

Received \$1,135,409 for S Arundel Sewer main FEMA project

Non Operating revenue: \$559,065

CDBG money for Lift Station #2

Expenses

Maintenance & Repair: \$280,401 higher than YTD Budget

Equipment - \$135,709 higher

Sewer Mains - \$144,623 higher

Buildings & Structures - \$23,753 higher

Capital Outlay: \$324,001 lower than YTD budget due to not purchasing items yet.

Total revenues for the eight-month period ended August 31, 2023, were \$2,045,335 higher the YTD budget while expenses were \$1,871,693 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$173,642 more favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the eight-month period ended August 31, 2023. The significant budget variations have been explained below.

Revenue

Collection fees: \$25,243 higher than YTD budget

Interest on Investments: \$86,507 higher than YTD budget

Rolloff: \$64,183 higher than YTD budget

Landfill fees: \$99,641 higher than YTD budget

Expenses

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

Total revenues for the eight-month period ended August 31, 2023, were \$214,129 higher than YTD budget while expenses were \$606,595 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$820,724 more favorable than the YTD Budget.

GENERAL FUND

as of August 31, 2023

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,535,363	4,519,095	4,515,233	5,932,373	5,932,373
REVENUE					
Ad Valorem Property Tax	5,112,898	5,636,204	5,530,000	5,445,951	84,049
Sales Tax	9,382,028	8,992,800	5,995,200	6,593,335	(598,135)
Franchise Tax	3,041,958	2,814,536	1,876,352	2,008,261	(131,909)
Other Taxes	615,651	731,188	312,500	339,739	(27,239)
Intergovernmental Taxes	313,974	333,006	173,904	226,942	(53,038)
Licenses & Permits	385,058	267,950	159,112	188,647	(29,535)
Charges for Services	2,123,416	2,105,903	1,480,516	1,603,996	(123,480)
Fines & Fees	434,395	542,300	360,896	310,899	49,997
Use of Property and Money	207,861	161,996	101,192	320,173	(218,981)
Reimbursements	145,156	155,756	103,784	190,814	(87,030)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	1,727,920	1,879,837	(151,917)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	190	200	128	120	8
Nonoperating Revenues	51,743	0		2,135,523	(2,135,523)
TOTAL RECEIPTS	24,586,800	24,333,777	17,821,504	21,244,237	(3,422,733)
EXPENDITURES					
Personnel Services	13,406,660	14,681,310	9,599,753	9,801,864	(202,111)
Vacancy Rate		(280,252)	0		0
Maintenance & Repair	704,466	1,022,467	684,088	669,817	14,271
Commodities	1,563,093	1,762,750	1,167,560	1,064,832	102,728
Other Charges	355,642	846,818	401,376	242,561	158,815
Capital Outlay	172,847	319,106	319,106	146,613	172,493
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	616,664	616,667	(3)
Transfer to Multi Year Fund	3,114,307	3,060,000	2,040,000	2,481,082	(441,082)
Transfer to Project accounts	612,833	40,000	0	1,850,400	(1,850,400)
Transfer to Equipment Reserve	260,000	264,500	304,500	304,500	0
Utilities	522,093	554,250	369,392	371,685	(2,293)
Communications	104,507	129,500	86,160	75,280	10,880
Training and Travel	201,605	214,750	143,104	139,603	3,501
Jail Expenses	67,520	80,000	53,328	42,600	10,728
Other Contractual	932,311	1,038,950	692,152	543,628	148,524
Excess Carryover		3,165,514	0		0
Outstanding PO's	41,450				
TOTAL EXPENDITURES	22,984,335	27,824,663	16,477,183	18,351,131	(1,873,948)
Revenue less expenses	1,602,465	(3,490,886)	1,344,321	2,893,105	(1,548,784)
Cash Basis Adjustments/Non-appropriated Balance	(205,455)	0	0	(180,117)	
Ending Cash Balance	5,932,373	1,028,209	5,859,554	8,645,361	
Base for Reserve calculation	17,899,348	23,216,057	13,196,913	12,951,870	
15% Reserve	2,684,902	3,482,409	1,979,537	1,942,780	
Amount over 15% Reserve	3,247,470	(2,454,200)	3,880,017	6,702,580	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
Police	\$25,000	not purchasing	License Plate Reader (LPR)
Police	\$38,000		3 Mobile data terminals & 3 Video Cameras
Police	\$22,000		10 Body Cameras
Police	\$14,000	14,000	8 Tasers
Fire	\$34,000		Water Rescue & Technical rescue Equipment
Fire	\$11,106		Forcible Entry Trng Prop
EMS	\$45,000		Monitor/Defibrillator
EMS	\$38,000		Mechanical CPR Devices
EMS	\$30,000		Replace Power Cots
Shop	\$8,000		Transmission Jack
Shop	\$4,000		Tough laptop for Shop Use (service data softwar
Park	\$20,000	\$9,400	72" zero turn (2000)

Multi Year Fund

as of August 31, 2023

			Purchase Order	Expenses	Actual	2023 Budget/estimated	2023
Beginning unencumbered balance					3,060,010.61	3,060,010.61	
REVENUE	Sales Tax Proceeds from General Fund				2,281,081.83	3,060,000.00	
	Interest				103,917.72	5,000.00	
	Outstanding PO's				324,358.00	-	
	KDOT reimbursement - CCLIP				300,000.00	300,000.00	
	Accounts Receivable				500.00		
Total Revenue					3,009,857.55	3,365,000.00	
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		-	-	400,000.00	
	102-0101-400.0505	Land Bank Transfer		50,000.00	50,000.00	50,000.00	
	102-0101-400.0505	ADA Sidewalks	-	-	-	50,000.00	
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room			-	100,000.00	
	102-0101-400.0265	Miscellaneous storm water repairs		100,000.00	100,000.00	100,000.00	
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	-	-	-	14,388.05	
	102-0201-400.0502	Firing Range House Split with county			-	30,000.00	
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	-	-	-	12,000.00	
	102 0601 400 0257	2022 Hazardous Sidewalk	33,562.95	68,263.05	101,826.00	100,000.00	
	102-0601-400.0801	Close out paving projects		10,445.26	10,445.26	11,000.00	
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block		2,107.77	2,107.77	754,934.60	
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic Arts to Hatcher			-	55,000.00	
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton			-	25,000.00	
SK2201	102-0601-400.1516	Sidewalk 12th & Burlingame & 24th Prairie to Lincoln	-	(92,252.17)	(92,252.17)	145,241.61	
SK2301	102-0601-400.1516	Sidewalk 24th Ave Graphic Arts to Westridge Dr		1,710.72	1,710.72	100,000.00	
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	-	-	-	70,000.00	
	102-0601-400.1516	Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)			-	100,000.00	
PV2201	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	-	107.20	107.20	-	
PV2301	102-0601-400.1516	CCLIP US 50 Mechanic to East limits	752,869.69	3,617.48	756,487.17	299,967.84	
PV2302	102-0601-400.1516	2023 Street Rehab	466,890.47	334,321.94	801,212.41	860,000.00	
	102-0601-400.1516	6th & Prairie intersection Improvements		-	-	-	
	102-0601-400.1516	Misc Street Repairs		100,000.00	100,000.00	100,000.00	
	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 253			-	80,000.00	
PV2206	102-0601-400.0505	Slurry/chip Seal	-	26,312.70	26,312.70	26,347.70	
PV2303	102-0601-400.0505	Slurry/chip Seal	93,600.00	947.44	94,547.44	200,000.00	
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	-	18,733.86	18,733.86	20,817.75	
	102-0601-400.1516	Funston street		170,152.76	170,152.76	170,152.76	
GC2301	102-0701-400.0505	Tee Box limprovements	10,500.00	427,979.00	438,479.00	429,962.00	
PK2103	102-0801-400.0505	Pickleball viewing area improvement	-	8,621.60	8,621.60	8,000.00	
	102-0803-400.0505	JAC replace sand in filters			-	20,000.00	
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	-	-	-	3,518.00	
ZO2102	102-0806-400.0502	Parking Lot at Zoo	-	130,461.43	130,461.43	158,913.64	
	102-0806-400.0505	Bus parking at zoo	74,104.16	432.00	74,536.16	60,000.00	
	102-0806-400.0502	Hoof Stock Sheds			-	50,000.00	
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs			-	54,000.00	
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo	18,803.60	6,825.50	25,629.10	26,000.00	
	102-0806-400.0505	Eagle pond renovation			-	120,000.00	
	101-0806-400.0505	Off-exhibit privacy fence & holding area pond repair			-	78,000.00	
CV2207	102-0901-400.0505	Downtown concrete - trip hazard correction	-	10,316.00	10,316.00	12,000.00	
	102-0901-400.0502	618 Mechanic Roof			-	60,000.00	
	102-0901-400.0502	Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)			-	81,000.00	
CV2206	102-0901-400.0502	Replace Steam Lines & update HVAC	0.00	-	0.00	25,000.00	
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways			-	50,000.00	
	102-0901-400.0502	Sewer Lift Station - Police dept basement			-	110,000.00	
	102-0901-400.0502	2022 Replace Steam Lines	-	-	-	85,000.00	
	102-0901-400.0502	2nd floor restroom ceiling repairs			-	30,000.00	
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements			-	400,000.00	
CV2205	102-0901-400.0502	Replace Irrigation system	-	10,280.13	10,280.13	27,090.00	
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222			-	25,000.00	
	102-0901-400.0502	Replace Windows in Auditorium			-	26,000.00	
CV2202	102-0901-400.0502	Elevator Controls	53,050.00	-	53,050.00	121,950.00	
	102-0902-400.0502	Electrical update - install panel and light switches			-	60,000.00	
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers	-		-	120,000.00	
LB2202	102-0902-400.0505	Replace Irrigation system	-	4,884.88	4,884.88	10,000.00	
	102-0902-400.0502	HVAC updates			-	30,000.00	
	102-1401-400.0502	Remodel Terminal Bathroom		31,408.00	31,408.00	60,000.00	
EXPENDITURES			1,503,380.87	1,425,676.55	2,929,057.42	6,216,283.95	
	Ending Unencumbered Cash balance				3,140,810.74	208,726.66	
	2023 budgeted projects				3,140,810.74	-	

Insurance Reserve

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$500,000	\$500,000	\$0
REVENUE					
Transfer from General	\$500,000	\$0	\$0	\$0	\$0
Insurance payment				\$10,850	(\$10,850)
Interest		\$0		\$11,850	(\$11,850)
TOTAL RECEIPTS	\$500,000	\$0	\$0	\$22,700	(\$22,700)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Misc Projects		\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$500,000	\$0	\$500,000	\$522,700	(\$22,700)

Vacant Property Program

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$200,000	\$200,000	\$0
REVENUE					
Transfer from ARPA funds	\$200,000	\$0	\$0	\$0	\$0
Interest		\$0		\$4,125	(\$4,125)
TOTAL RECEIPTS	\$200,000	\$0	\$0	\$4,125	(\$4,125)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Other Contractual Services		\$0		\$66,009	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$66,009	\$0
Ending Cash Balance	\$200,000	\$0	\$200,000	\$138,115	(\$4,125)

City of Emporia, Kansas

Library Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$896,105	\$977,639	\$948,500	\$931,984	\$16,516
Back Tax Collection	\$21,052	\$15,000	\$15,000	\$13,234	\$1,766
Motor Vehicle Tax	\$90,694	\$98,842	\$46,000	\$49,803	(\$3,803)
Recreational Vehicle Tax	\$1,113	\$1,073	\$800	\$479	\$321
AdValorem Tax Reduction	(\$9,766)	(\$9,500)	(\$9,500)	(\$10,541)	\$1,041
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$999,198	\$1,083,054	\$1,000,800	\$984,957	\$15,843
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$999,198	\$1,083,054	\$1,000,800	\$984,957	\$15,843
TOTAL EXPENDITURES	\$999,198	\$1,083,054	\$1,000,800	\$984,957	\$15,843
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$649,121	\$787,753	\$787,753	\$810,801	\$0
REVENUE					
Transient Guest Tax	\$771,864	\$700,000	\$530,000	\$621,356	(\$91,356)
Interest on Investment	\$4,093	\$310	\$496	\$15,966	(\$15,470)
Fence rental	\$7,999	\$6,000	\$5,000	\$7,431	(\$2,431)
Return of amount over allowed reserve	\$50,630				\$0
Repayment of extra funds - Chamber				\$0	\$0
Accounts Receivable - fence rental	\$12,368			(\$5,471)	\$5,471
TOTAL RECEIPTS	\$846,954	\$706,310	\$535,496	\$639,282	(\$103,786)
EXPENDITURES					
CVB Appropriation	\$365,000	\$385,000	\$385,000	\$385,000	\$0
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$0		\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$7,500	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$56,250	\$100,000	\$100,000	\$100,000	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$10,000	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$20,000	\$30,000	\$30,000	\$30,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$15,000	\$15,000	\$15,000	\$15,000	\$0
DDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Dynamic Discs - Jones course improvement	\$55,529				\$0
Hammond Park Crossings				\$21,528	(\$21,528)
Miscellaneous	\$10,995	\$0		\$370	(\$370)
Special Projects		\$821,563	\$0		\$0
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$685,274	\$1,494,063	\$642,500	\$664,398	(\$21,898)
Ending Cash Balance	\$810,801	\$0	\$680,749	\$785,685	(\$81,888)
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	\$0.00
TOTAL	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27	\$621,356.10

City of Emporia, Kansas

Industrial Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	19,924	19,882	19,899	21,252	0
REVENUE					
Ad Valorem Property Tax	1,077	1,000	1,000	1,104	(104)
Back Tax Collections	26	21	21	16	5
Motor Vehicle Tax	111	110	90	60	30
Ad Valorem Tax Reduction	(12)	(16)	(16)	(13)	(3)
Interest on Investment	126	25	16	523	(507)
Miscellaneous					
TOTAL RECEIPTS	1,328	1,140	1,111	1,691	(580)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	1,089		1,089
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,837			0
TOTAL EXPENDITURES	0	21,022	1,089	0	1,089
Ending Cash Balance	21,252	0	19,921	22,943	(1,669)

Industrial Development Sales Tax

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$247,080	\$447,328	\$253,102	\$1,423,879	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$616,664	\$616,667	(\$3)
Interest Income	\$5,240	\$250	\$160	\$26,904	(\$26,744)
Money for Land Purchases	\$100,000	\$0		\$0	\$0
Bond Proceeds	\$1,000,000	\$0	\$0	\$0	\$0
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$2,030,240	\$925,250	\$616,824	\$643,570	(\$26,746)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$297,500	\$297,500	\$0
Emporia Enterprises	\$32,500	\$35,000	\$0	\$0	\$0
Miscellaneous	\$0	\$0		\$0	\$0
Land Purchase for Industr	\$0	\$0	\$0	\$0	\$0
Land Purchase	\$0	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0		\$85,963	(\$85,963)
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Soden Rd water main ext	\$0	\$0	\$0	\$60,000	(\$60,000)
Water Valves					\$0
Special Projects	\$120,941	\$637,578	\$0	\$0	\$0
Total Expenses	\$853,441	\$1,372,578	\$647,500	\$793,463	(\$145,963)
Ending Cash Balance	\$1,423,879	\$0	\$222,426	\$1,273,986	\$119,217

Special Alcohol Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	89,340	82,664	77,967	103,198	0
REVENUE					
Private Club Liquor Tax	100,043	90,000	45,000	51,675	(6,675)
Interest on Investment	565	75	48	2,368	(2,320)
TOTAL RECEIPTS	100,608	90,075	45,048	54,043	(8,995)
EXPENDITURES					
Appropriations	86,750	97,200	52,200	52,200	0
Special Projects		75,539	0		0
TOTAL EXPENDITURES	86,750	172,739	52,200	52,200	0
Ending Cash Balance	103,198	0	70,815	105,041	(8,995)

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

	2019	2020	2021	2022	2023
Receipts					
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.76
2ND QUARTER - JUNE	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19	\$26,129.12
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72	\$0.00
4TH QUARTER - DECEMBER	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46	\$0.00
TOTAL	\$102,449.83	\$66,237.79	\$86,357.76	\$100,043.46	\$51,674.88

Special Park Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$188,630	\$168,979	\$132,234	\$83,362	\$0
REVENUE					
Private Club Liquor Tax	\$100,043	\$90,000	\$45,000	\$51,675	(\$6,675)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$0	\$0		\$0	\$0
Interest on Investment	\$598	\$150	\$96	\$2,542	(\$2,446)
TOTAL RECEIPTS	\$100,641	\$90,150	\$45,096	\$54,216	(\$9,120)
EXPENDITURES					
Capital Outlay	\$84,868	\$70,000	\$70,000	\$67,859	\$2,141
Municipal Band Allocation	\$10,000	\$15,000	\$15,000	\$15,000	\$0
Miscellaneous					\$0
Commodities	\$14,330	\$0		\$0	\$0
Contractual Services	\$0	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account	\$96,711			\$0	\$0
Outstanding PO's	\$0			\$0	
Special Projects	\$0	\$174,129	\$0		\$0
TOTAL EXPENDITURES	\$205,909	\$259,129	\$85,000	\$82,859	\$2,141
Ending Cash Balance	\$83,362	\$0	\$92,330	\$54,719	(\$11,261)

Receipts	2019	2020	2021	2022	2023
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10	\$25,545.75
2ND QUARTER - JUNE	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19	\$26,129.11
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.00	\$25,844.73	\$28,544.72	\$0.00
4TH QUARTER - DECEMBER	\$26,705.53	\$14,069.39	\$24,664.03	\$25,393.46	\$0.00
TOTAL	\$102,449.84	\$67,237.76	\$86,357.57	\$100,043.47	\$51,674.86

Capital Items	Budget Amount	Purchase Price
Park	\$70,000.00	\$67,859.00
	70,000.00	67,859.00

11 Foot Rotary Mower (2012)

Special Street Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	517,460	345,323	496,206	289,140	
REVENUE					
Gasoline Tax	655,837	670,000	502,500	483,448	19,052
Special City-County Tax	77,404	74,826	37,412	40,497	(3,085)
Damages	23,089	5,000	3,328	19,727	(16,399)
Interest on Investment	2,490	500	328	6,815	(6,487)
Transfer of Funds		0		100,000	(100,000)
Sale of Salvage	33			0	0
Miscellaneous	4,497	0		41,580	(41,580)
TOTAL RECEIPTS	763,350	750,326	543,568	692,067	(148,499)
EXPENDITURES					
Personnel Services	636,340	595,926	389,692	434,352	(44,660)
Vacancy		(11,477)			0
Maintenance & Repair	103,127	89,240	59,456	220,807	(161,351)
Commodities	109,968	145,450	96,928	84,547	12,381
Other Charges	38,629	47,100	37,196	21,254	15,942
Capital Outlay	14,875	0		0	0
Transfer of Funds	0	0		5,000	(5,000)
Utilities	27,951	30,550	20,360	16,112	4,248
Communications	1,464	2,350	1,552	1,228	324
Training & Travel	8,784	7,500	4,992	10,825	(5,833)
Contractual Services	43,212	42,300	23,384	12,195	11,189
Special Projects	0	146,709	0	0	0
Audit Adjustments	(80)			(4,142)	4,142
Outstanding PO's	7,400			0	0
TOTAL EXPENDITURES	991,670	1,095,648	633,560	802,178	(168,618)
Net Change in Cash	(228,320)	(345,322)	(89,992)	(110,111)	
Ending Cash Balance	289,140	1	406,214	179,030	
Receipts	2019	2020	2021	2022	2023
1st Quarter - Jan Payment	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74	\$167,412.68
2nd Quarter - April Payment	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42	\$149,529.56
Extra Payment- June			\$54,671.53		
3rd Quarter - July Payment	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14	\$166,505.96
4th Quarter - Oct Payment	\$177,741.69	\$164,712.37	\$174,419.30	\$165,112.70	
Total	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00	\$483,448.20

Capital Item	Budget Amount	Purchase Price
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City of Emporia, Kansas

Drug Forfeiture Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$69,301	\$34,819	\$72,327	\$83,820	
REVENUE					
Receipts from Drug Forfeitures	\$52,650	\$5,000	\$2,912	\$4,970	(2,058)
Interest on Investment	\$487	\$50	\$32	\$1,740	(1,708)
Miscellaneous					
TOTAL RECEIPTS	\$53,137	\$5,050	\$2,944	\$6,711	(3,767)
EXPENDITURES					
Commodities	\$23,264	\$5,000	\$2,912	\$3,180	(268)
Capital Outlay		\$0			-
Communications	\$0	\$0		\$101	(101)
Other Charges				\$27,615	(27,615)
Transfer of funds					
Other Contractual	\$3,459	\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$11,895	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$34,869	\$0		
TOTAL EXPENDITURES	\$38,618	\$39,869	\$2,912	\$30,897	(27,985)
Ending Cash Balance	\$83,820	\$0	\$72,359	\$59,634	

City of Emporia, Kansas

Storm Water

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$259,179	
REVENUE					
Transfer from Multi Year	\$258,276	\$0	\$100,000	\$100,000	-
Interest on Investment	\$903	\$0	\$0	\$6,546	(6,546)
Miscellaneous					
TOTAL RECEIPTS	\$259,179	\$0	\$100,000	\$106,546	(6,546)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	-
Ending Cash Balance	\$259,179	\$0	\$100,000	\$365,725	

City of Emporia, Kansas

Land Bank

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$16,888	\$0	\$0	\$59,845	
REVENUE					
Transfer from Multi Year	\$50,000	\$50,000	\$50,000	\$50,000	-
Interest on Investment	\$385	\$20	\$8	\$1,947	(1,939)
Sale of Property	\$9,830			\$13,571	
TOTAL RECEIPTS	\$60,215	\$50,020	\$50,008	\$65,518	(1,939)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges	\$9,103	\$500	\$205		205
Purchase of Property	\$8,117	\$20,000	\$8,330		
Communications	\$38	\$1,000	\$415	\$11	404
Other Contractual Services		\$96,094	\$21,870		21,870
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$17,258	\$117,594	\$30,820	\$11	22,479
Ending Cash Balance	\$59,845	-\$67,574	\$19,188	\$125,351	

City of Emporia, Kansas

Bond & Interest Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$1,340,014	\$1,859,420	\$1,328,355	\$1,986,995	\$0
REVENUE					
Ad Valorem Property Tax	\$1,794,007	\$1,957,078	\$1,840,000	\$1,880,052	(40,052)
Back Tax Collection	\$42,618	\$40,000	\$40,000	\$26,747	13,253
Special Assessments	\$82,354	\$78,252	\$78,252	\$67,825	10,427
Motor Vehicle Tax	\$184,027	\$200,054	\$122,000	\$86,233	35,767
Ad Valorem Tax Reduction	-\$19,552	-\$20,000	-\$20,000	-\$21,102	1,102
Interest on Investment	\$11,808	\$951	\$632	\$74,744	(74,112)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvemen	\$47,700	\$46,350	\$1,200	\$675	525
Recreation Center - Fitness Room	\$50,960	\$51,200	\$2,500	\$2,600	(100)
Industrial Land Payment - Ind Sales Tax		\$0		\$85,963	(85,963)
Sale of Bonds	\$3,540,000	\$0	\$0	\$0	0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous	\$126,975	\$0		\$0	0
Transfer of Funds from Project Accounts	\$97,528	\$0	\$0	\$0	0
TOTAL RECEIPTS	\$5,958,424	\$2,353,885	\$2,064,584	\$2,203,737	
EXPENDITURES					
Principal	\$1,440,000	\$1,891,000	\$1,891,000	\$1,895,000	(4,000)
Interest Coupons	\$204,500	\$154,050	\$154,050	\$279,917	(125,867)
Transfer of funds	\$3,666,943			\$0	
Misc projects		\$2,167,553	\$0		
TOTAL EXPENDITURES	\$5,311,443	\$4,212,603	\$2,045,050	\$2,174,917	(129,867)
Ending Cash Balance	\$1,986,995	\$702	\$1,347,889	\$2,015,815	

Equipment Reserve Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$334,000	\$334,000	\$335,168	
REVENUE					
Transfer from other funds	\$1,105,795	\$417,000	\$417,000	\$309,500	107,500
Interest on Investment	\$0	\$0	\$0	\$27,741	(27,741)
Sale of Vehicles				\$110,780	
TOTAL RECEIPTS	\$1,105,795	\$417,000	\$417,000	\$448,021	79,759
EXPENDITURES					
Leasing Payment		\$751,000	\$317,529	\$117,966	199,563
Outstanding PO's	\$770,627			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$770,627	\$751,000	\$317,529	\$117,966	199,563
Ending Cash Balance	\$335,168	\$0	\$433,471	\$665,223	

Water Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,246,908	2,860,168	1,676,012	2,452,274	0
REVENUE					
Sale of Water	6,884,339	6,593,612	4,340,000	4,940,601	(600,601)
Service Charge	103,029	100,000	66,664	66,428	236
Penalties	93,424	95,000	63,328	59,284	4,044
Sale of Salvage		0		0	0
Reimbursed Expense	7,827	2,000	1,824	23,636	(21,812)
Interest on Investment	20,504	6,000	4,000	70,386	(66,386)
Sale of Bonds	1,550,000	0	0	0	0
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	0	0	0	0	0
Non Operating Revenue	2,530,077	0		0	0
Miscellaneous	7,027	2,100	664	1,584	(920)
TOTAL RECEIPTS	11,546,227	7,148,712	4,826,480	5,511,919	(685,439)
EXPENDITURES					
Personnel Services	1,105,419	1,109,627	724,912	732,585	(7,673)
Vacancy		(21,507)	0		0
Maintenance & Repair	1,117,122	765,050	515,656	1,254,528	(738,872)
Commodities	1,452,142	1,234,350	822,824	975,330	(152,506)
Other Charges	268,470	246,320	170,152	200,013	(29,861)
Capital Outlay	119,123	630,000	630,000	0	630,000
Debt Payment	1,496,757	2,060,289	2,130,038	2,257,963	(127,925)
Stock	49,206	5,000	3,328	15,121	(11,793)
Transfer to Project Account	4,102,675	45,000	30,000	46,500	(16,500)
Utilities	718,905	578,600	385,712	425,982	(40,270)
Communications	28,025	44,900	29,904	20,782	9,122
Travel & Training	10,383	14,250	9,480	21,497	(12,017)
Contractual Services	828,471	675,800	461,832	502,113	(40,281)
Administrative Fee 16%	1,131,081	1,086,178	724,112	810,610	(86,498)
Excess Carryover		1,000,000			
Change in Liabilities	(86,919)	0		(58,164)	58,164
Outstanding PO's	0				
TOTAL EXPENDITURES	12,340,861	9,473,857	6,637,950	7,204,859	(566,909)
NET CHANGE IN CASH	(794,634)	(2,325,145)	(1,811,470)	(1,692,941)	(118,529)
ENDING CASH BALANCE	2,452,274	535,023	(135,458)	759,333	
Principal Bond Payments	(1,210,000)	(1,837,900)	(1,837,900)	(1,837,900)	
Depreciation	1,313,352	1,450,000	966,656	981,670	
Capitalized Assets	(3,516,676)	(630,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,413,324)	(1,017,900)	(871,244)	(856,230)	
Base for reserve calculation	8,119,063	8,843,857	5,977,950	7,158,359	
20% reserve amount	1,623,813	1,768,771	1,195,590	1,431,672	
Amount over 20% reserve	828,461	(1,233,748)	(1,331,048)	(672,339)	

Wastewater Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,351,304	2,234,113	2,010,106	2,087,628	
REVENUE					
Sales/Charges	6,126,631	5,900,000	3,933,328	4,089,277	(155,949)
Extra Strength Surcharge	159,751	111,900	74,592	126,076	(51,484)
Interest on Investment	13,582	3,000	2,000	56,918	(54,918)
New System taps	200	1,000	664	3,400	827
Loss on sales of assets	4,475			0	
Grant money	0	0		1,225,409	(1,225,409)
Sale of Bonds	1,430,000	0	0	0	0
Non Operating Revenue	0			559,065	(559,065)
Miscellaneous	248,035	1,000	664	0	664
TOTAL RECEIPTS	7,982,674	6,016,900	4,011,248	6,060,146	(2,045,335)
EXPENDITURES					
Personnel Services	1,175,739	1,106,158	723,301	804,807	(81,506)
Vacancy	0	(19,806)		0	0
Maintenance & Repair	806,160	385,250	266,128	546,529	(280,401)
Commodities	424,402	259,250	154,784	245,575	(90,791)
Other Charges	170,406	185,850	141,496	138,121	3,375
Capital Outlay	20,509	493,000	493,000	168,999	324,001
Debt Payment	2,681,379	2,881,585	2,881,585	2,927,125	(45,540)
Transfer to Project fund	1,602,732	0	0	1,784,474	(1,784,474)
Utilities	615,809	522,500	348,312	360,703	(12,391)
Communications	21,505	29,600	19,696	16,245	3,451
Travel & Training	13,845	5,500	3,648	13,720	(10,072)
Contractual Services	385,405	232,550	158,000	162,424	(4,424)
Administrative Fee flat	610,000	610,000	406,664	406,667	(3)
Excess Carryover		1,000,000	0		
Change in Liabilities	(281,540)	0		(107,082)	107,082
Outstanding PO's	0				
TOTAL EXPENDITURES	8,246,350	7,691,437	5,596,614	7,468,307	(1,871,693)
NET CHANGE IN CASH	(263,676)	(1,674,537)	(1,585,366)	(1,408,161)	(173,642)
ENDING CASH BALANCE	2,087,628	559,576	424,740	679,467	
Depreciation	1,910,079	2,125,205	1,416,792	1,397,744	
Principal Bond Payments	(2,130,502)	(2,329,592)	(2,329,592)	(2,329,592)	
Capitalized Assets	(1,814,118)	(493,000)	0	(100,555)	
Change in Liabilities		0			
ADJUSTMENTS	(2,034,541)	(697,387)	(912,800)	(1,032,403)	
Base for reserve calculation	6,623,109	7,198,437	5,103,614	5,514,834	
20% Cash Reserve amount	1,324,622	1,439,687	1,020,723	1,102,967	
Amount over 20% Cash Reserve	763,006	(880,111)	(595,983)	(423,500)	

Solid Waste Fund

as of August 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Aug Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	4,002,114	3,479,732	2,441,855	3,549,209	
REVENUE					
Refuse Collection Fees	2,971,094	2,964,876	1,976,584	2,001,827	(25,243)
Loss on Sale of Assets		0			0
Interest on Investments	26,458	4,200	2,800	89,307	(86,507)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	201,913	175,000	116,664	55,194	61,470
Box Container Fees	2,063,528	1,920,000	1,279,992	1,344,175	(64,183)
Landfill Fees	562,540	508,000	338,656	438,297	(99,641)
Transfers		0			0
Miscellaneous	23,247	4,800	328	352	(24)
TOTAL RECEIPTS	5,848,780	5,576,876	3,715,024	3,929,153	(214,129)
EXPENDITURES					
Personnel Services	2,093,650	2,109,909	1,379,905	1,411,322	(31,418)
Vacancy		(40,995)			0
Maintenance & Repair	325,946	300,000	206,124	201,638	4,486
Commodities	332,164	482,900	323,840	307,363	16,477
Other Charges	137,731	183,930	120,504	153,954	(33,450)
Capital Outlay	72,612	685,000	685,000	3,970	681,030
Transfer to Equipment Reserve	770,627			0	0
Utilities	50,501	54,550	36,344	39,896	(3,552)
Communications	41,954	49,700	33,088	24,863	8,225
Transfer to project	44,000	0			0
Travel & Training	7,606	8,750	5,816	9,052	(3,236)
Contractual Services	1,613,185	1,720,900	1,155,808	1,191,635	(35,827)
Administrative Fee 16%	895,433	862,860	575,240	605,488	(30,248)
Excess Carryover		2,000,000	0		
Change in Liabilities	(83,724)	0		(34,108)	34,108
Outstanding PO's	0				
TOTAL EXPENDITURES	6,301,685	8,417,504	4,521,669	3,915,074	606,595
NET CHANGE IN CASH	(452,905)	(2,840,628)	(806,645)	14,079	(820,724)
ENDING CASH BALANCE	3,549,209	639,104	1,635,210	3,563,288	
Principal Payments	0	0	0	0	
Depreciation	292,242	45,000	296,656	257,971	
Capitalized Assets	(6,433)	(685,000)	0	(459,572)	
Change in Liabilities		0			
ADJUSTMENTS	285,809	(640,000)	296,656	(201,601)	
Base for reserve calculation	6,229,073	7,732,504	3,836,669	3,911,104	
20% cash reserve amount	1,245,815	1,546,501	767,334	782,221	
Amount over 20% Cash Reserv	2,303,395	(907,397)	867,877	2,781,067	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of August 31, 2023
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						14,860,340	15,991,588	
COMMISSION/MANAGER/CLERK	1,188,803	2,884,886.69	(1,696,084)	243%	5.03%	747,625	804,538	(2,080,348)
FINANCE/HUMAN RESOURCES	433,166	278,463.92	154,702	64%	1.83%	272,413	293,151	14,687
INFORMATION SYSTEMS	352,980	275,447.75	77,532	78%	1.49%	221,985	238,884	(36,564)
POLICE PROTECTION	4,619,803	3,260,694.49	1,359,109	71%	19.55%	2,905,343	3,126,513	(134,181)
ANIMAL CONTROL	242,734	102,620.90	140,113	42%	1.03%	152,653	164,273	61,653
FIRE PROTECTION	3,067,744	1,938,866.16	1,128,878	63%	12.98%	1,929,270	2,076,137	137,270
AMBULANCE SERVICE	3,587,447	1,972,254.95	1,615,192	55%	15.18%	2,256,106	2,427,853	455,598
CODE SERVICES	920,456	593,880.08	326,576	65%	3.90%	578,865	622,931	29,051
COURT SERVICES	598,993.00	371,581.20	227,412	62%	2.53%	376,700	405,376	33,795
ENGINEERING	553,513.00	344,813.19	208,700	62%	2.34%	348,098	374,597	29,784
SNOW REMOVAL	60,000.00	12,440.40	47,560	21%	0.25%	37,733	40,606	28,165
GOLF COURSE MAINTENANCE	506,649.00	315,555.76	191,093	62%	2.14%	318,626	342,881	27,326
GOLF SHOP	350,351.00	279,056.12	71,295	80%	1.48%	220,332	237,105	(41,951)
PARK	1,006,350.00	765,672.81	240,677	76%	4.26%	632,882	681,061	(84,612)
AQUATIC CENTER	187,450.00	167,809.95	19,640	90%	0.79%	117,885	126,859	(40,951)
ZOO	710,679.00	482,803.22	227,876	68%	3.01%	446,938	480,961	(1,842)
CIVIC BUILDING OPERATIONS	817,788.00	468,619.26	349,169	57%	3.46%	514,298	553,449	84,830
LIBRARY MAINTENANCE	67,329.00	81,883.10	(14,554)	122%	0.28%	42,342	45,566	(36,317)
GROUND MAINTENANCE	104,820.00	38,220.63	66,599	36%	0.44%	0	70,938	32,718
CONCESSION STAND	80,363.00	53,954.22	26,409	67%	0.34%	50,539	54,387	433
SHOP MAINTENANCE	136,071.00	-24,686.32	160,757	-18%	0.58%	85,574	92,088	116,774
STREET LIGHTING	377,400.00	201,926.26	175,474	54%		0	0	
MISC APPROPRIATIONS	113,000	101,716.20	11,284	90%		0	0	
AIRPORT	844,711	478,571	366,140	57%	3.57%	531,229	571,669	93,098
PARKING FACILITY	25,800	6,331	19,469	25%	0.11%	16,225	17,460	11,130
TRANSERS	3,985,000	2,897,748	1,087,252	73%		0	0	
CONTINGENCY	-280,252	0	(280,252)	0%		0	0	0
EXCESS CARRYOVER	3,165,514		3,165,514	0%				
GENERAL FUND	27,824,662	18,351,132	9,473,530	66%	86.60%	12,803,663	13,849,285	
	23,629,514							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of August 31, 2023
 EXPENSES FOR WATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,038,782	420,063	1,618,719	21%
ADMINISTRATION	2,528,813	2,528,813.00	0	100%
WATER MAINTENANCE	1,575,015	1,575,015.00	0	100%
WATER PLANT	4,145,248	4,145,248.00	0	100%
WATER STOCK	5,000	5,000.00	0	100%
	<u>10,292,858</u>	<u>8,674,139</u>	<u>1,618,719</u>	<u>4</u>
Capital Outlay				
Water Distribution	\$5,000		Trailer for min-excavator	
Water Plant	\$75,000		Actuators for Rapid Mixer	
Water Plant	\$100,000		Replace one high service pump	
Water Plant	\$100,000		Bulk storage tanks	
Water Plant	<u>\$350,000</u>		S Cottonwood to East St from KS to Potwin	
	630,000	<u>0</u>		

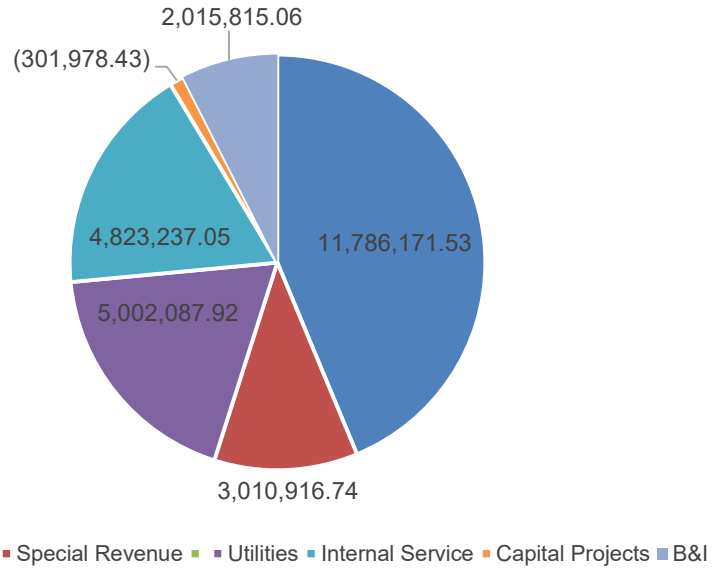
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of August 31, 2023
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,861,779	597,533	2,264,246	21%
ADMINISTRATION	1,906,048	648,019	1,258,029	34%
SEWER MAINTENANCE	1,470,993	3,045,935	(1,574,942)	207%
SEWER PLANT	3,084,825	2,251,499	833,326	73%
	<u>9,323,645</u>	<u>6,542,986</u>	<u>2,780,659</u>	<u>3</u>
Capital Outlay				
Sewer Maintenance	\$83,000		New Sanitary Sewer camer	
Waste Water Plant	\$60,000		Replace roof on old shop building	
Waste Water Plant	\$350,000		Upgrade plant telemetry	
	<u>493,000</u>	<u>0</u>		

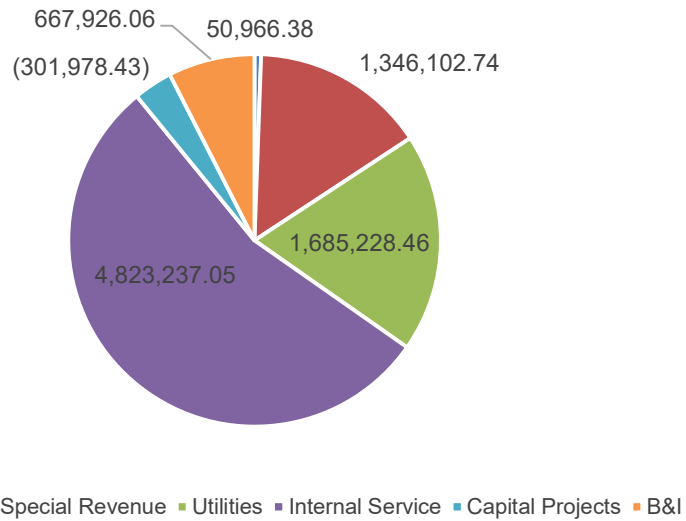
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of August 31, 2023
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,082,732	840,421	2,242,311	27%
COLLECTIONS	2,736,086	1,605,570	1,130,516	59%
TRANSFER STATION	1,728,919	900,745	828,174	52%
RECYCLING CENTER	629,767	400,845	228,922	64%
	<u>8,177,504</u>	<u>3,747,581</u>	<u>4,429,923</u>	<u>2</u>
Capital Outlay				
Collections	\$360,000		Automated Refuse Truck (2010)	
Recycling Center	\$25,000		Side by side truckster	
Transfer Station	\$300,000		Construction to new tipping box area	
	<u>\$685,000</u>	<u>0</u>		

Unencumbered Cash



Available Funds



City of Emporia
Unencumbered Cash Report
as of August 31, 2023

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	8,645,360.79	5,859,554.00	2,785,806.79	General Use	11,786,171.53	44.75%
102 Multi Year Fund	3,140,810.74	5,875,651.15	(2,734,840.41)	Special Revenue	3,010,916.74	11.43%
103 Insurance Reserve	522,699.64	500,000.00	22,699.64			
104 Vacant Property Program	138,115.36	-	138,115.36	Utilities	5,002,087.92	18.99%
201 Library Fund	-	-	-	Internal Service	4,823,237.05	18.31%
203 Convention & Tourism Fund	785,684.81	680,749.00	104,935.81	Capital Projects	(301,978.43)	-1.15%
204 Industrial Fund	22,942.76	19,921.00	3,021.76	B&I	2,015,815.06	7.65%
205 Industrial Dev Sales Tax Fund	1,273,986.41	222,426.00	1,051,560.41		26,336,249.87	
206 Special Alcohol Fund	105,041.23	70,815.00	34,226.23			
207 Special Park & Recreation Fund	54,719.10	92,330.00	(37,610.90)	Budget		
208 Special Street Fund	179,029.70	406,214.00	(227,184.30)	General Use	50,966.38	
209 Drug Money Forfeitures Fund	59,634.21	72,359.00	(12,724.79)	Special Revenue	1,346,102.74	
210 Storm Water Fund	365,724.91	100,000.00	265,724.91	Utilities	1,685,228.46	
218 Emergency Shelter Grant Fund	6,394.00		6,394.00	Internal Service	4,823,237.05	
224 Fire Public Education	8,003.47		8,003.47	Capital Projects	(301,978.43)	
225 Police Grants Fund	2,635.85		2,635.85	B&I	667,926.06	
251 Emporia Homeowner Repair	(52,529.63)		(52,529.63)			
252 2014 Housing Rehab	55,913.15		55,913.15			
254 2020 CDBG Rehab Grant	13,794.00		13,794.00			
260 Land Bank	125,351.41		125,351.41			
301 Bond and Interest Fund	2,015,815.06	1,347,889.00	667,926.06			
305 Equipment Reserve Fund	665,222.52	433,471.00	231,751.52			
401 Coronavirus Recovery Grant	334,181.07		334,181.07			
406 Internal Improvement Fund	4,619,274.09		4,619,274.09			
409 Water Treatment Plant Improvement	(3,758,664.18)		(3,758,664.18)			
413 Water Main Improvements	(677,741.76)		(677,741.76)			
415 Civic Auditorium Project Fund	170,696.82		170,696.82			
423 Airport Improvements Fund	209,130.59		209,130.59			
428 Park Improvements Fund	(373,591.93)		(373,591.93)			
441 Paving Projects Fund	610,639.43		610,639.43			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	(1,174,242.40)		(1,174,242.40)			
501 Water Utility Fund	759,332.98	(135,458.00)	(672,338.92)			
502 Sewer Fund	679,466.70	424,740.00	(423,500.09)			
503 Solid Waste Fund	3,563,288.24	1,635,210.36	2,781,067.47			
601 Worker's Comp Fund	2,262,429.74		2,262,429.74			
602 Health Care Fund	2,560,807.31		2,560,807.31			
708 Fire Insurance Proceeds	4,591.36		4,591.36			
	27,662,287.39					

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, September 6, 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.

Don Eusey and Susie Burenheide, representing Broadview Towers, were in attendance to accept a proclamation declaring September 23, 2023 as “100th Anniversary of Broadview Towers” in Emporia. They stated in 1923 the Broadview Hotel was built and 1974 the Broadview Towers was incorporated with a vision to create affordable, safe environment where seniors can thrive in the existing building of 36 one bedroom and 24 studio apartments. They stated for almost 50 years, Broadview Towers, Inc. has also nurtured vibrant community that fosters a sense of belonging, purpose and joy. The centennial anniversary of the Broadview Hotel is a momentous occasion that deserves to be celebrated for the remarkable history and for countless lives it has touched ensuring that our seniors are treated with the respect, dignity and care they deserve.

Mayor Brinkman then presented the proclamation.

Representatives of the Flint Hills Technical College, were in attendance to accept proclamation declaring the week of September 18 – 22, 2023 as “National Adult Education & Family Literacy Week” in Emporia. They stated more than 43 million Americans can’t

read or write at the most basic level. 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 to career and college. They stated Flint Hills Adult Education Center celebrates Adult Education and Family Literacy Week as a participant which helps our citizens learn about all of their Adult Education options to attain their professional and personal goals.

Mayor Brinkman then presented the proclamation.

Pauline Stacchini, Emporia Public Library Director, was in attendance to accept a proclamation declaring the month of September 2023, as "Library Card Sign-up Month" in Emporia. She stated libraries play a crucial role in the education and development of children from preschoolers to college, fostering literacy and a love of reading. Libraries are welcoming and inclusive spaces for people of all backgrounds to learn together and engage across cultural, ethnic, generational, and economic lines, strengthening the social fabric of the communities they serve. She stated a library card sparks creativity and empowers all people to explore new passions and interests and pursue a path of lifelong learning. She encouraged everyone to sign up for their own library card.

Mayor Brinkman then presented the proclamation.

Lelan Dains, Director of Visit Emporia, was in attendance to accept a proclamation declaring the week of September 8 – 17, 2023 as "Welcoming Week" in Emporia. He stated Welcoming Week is about bringing neighbors together across lines of difference to build relationships and work together on shared goals. Emporia is home to people of all backgrounds and Emporia's success depends on making sure that all new residents along with long-term resident Emporians feel welcome. He stated regardless of where we are born or how we identify it is time to come together and build communities where every resident can thrive and contribute regardless of immigration status, race ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation differing abilities, age and other factors. He called upon the residents of Emporia to reach across lines of difference. He also called upon the 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.

Mayor Brinkman then presented the proclamation.

**CITY COMMISSION
(Board Appointments)**

Emporia Recreation Commission Board:

It was moved by Commissioner Sauder seconded by Commissioner Smith that Aaron Trelc be appointed to the Emporia Recreation Commission Board for a term that expires June 30, 2027. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

Emporia Public Library Board:

It was moved by Commissioner Smith seconded by Commissioner Sauder that Bobbie Long be appointed to the Emporia Public Library Board for a term that expires April 20, 2026. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

Homelessness Advisory Board:

It was moved by Commissioner Harter seconded by Mayor Brinkman that Mickey Edwards; Lyn Blubaugh; Raymond Rogers; Pauline Stacchini; Sarah Henning; Talia Smith; Jay Vehige; Karyn Shields and Samantha Shannon be appointed to the Homelessness Advisory Board for terms that expire September 6, 2026. The vote follows: Commissioner Harter, aye; Mayor Brinkman, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

**CITY MANAGER
(Budget Recommendations)**

City Manager Cocking reviewed budget categories; proposed levies for Lyon County; City Mill Levies for cities of populations from 10,000 to 50,000; City tax per Capita; Average Annual Property Tax Bill; Valuation Change with Total Valuation; Proposed scenarios for General Fund; Bond and Interest Fund; Multi Year Fund; Library Fund; Convention and Tourism Fund; Industrial Fund; Industrial Development Sales Tax Fund; Special Alcohol Fund; Special Parks and Recreation Fund; Appropriations; Special Street Fund; Drug Forfeiture Fund; Water Fund; Wastewater Fund; Solid Waste Fund; Stormwater Fund; Equipment Reserve Fund; and Land Bank Fund.

**CITY COMMISSION
(Exceeding the Revenue Neutral Rate)
(Public Hearing)**

City Manager Cocking stated per Senate Bill 13 and House Bill 2104, a public hearing must be held to allow taxpayers to speak without unreasonable restrictions. A notice was published in the newspaper on August 26, 2023 and posted on the City's website, concerning the proposed budget and the city levying property tax exceeding the Revenue Neutral Rate. Currently the RNR is 39.492 mills and the publication allows the mill levy to be set at 43.50 mills or lower. At this time the City is required to hold a public hearing.

Mayor Brinkman then declared the public hearing open.

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

**CITY COMMISSION
(Exceeding the Revenue Neutral Rate)
(Resolution Number 3703)**

City Manager Cocking stated a resolution will require the levy of a property tax rate exceeding the Revenue Neutral Rate. He stated by adopting the proposed resolution the City can exceed the Revenue Neutral Rate.

Commissioner Smith made a motion to approve Resolution Number 3703, a resolution that will require the levy of a property tax rate exceed the Revenue Neutral Rate. Commissioner Sauder seconded the motion. A roll call for the vote is required as follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

**BUDGET
(Approve 2024 Budget)
(Public Hearing)**

City Manager Cocking stated the City of Emporia is required by State law to hold a public hearing for the adoption of its annual budget. He stated several discussions have been made to put together the 2024 Budget. The hearing is to allow taxpayers to speak without unreasonable restrictions about the 2024 Budget.

Mayor Brinkman then declared the public hearing opened.

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

**BUDGET
(Adopt 2024 Budget and 5-Year Budget)**

City Manager Cocking stated 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. He stated the presented budget has a mill levy of 43.50 in order to levy taxes and pay expenditures.

Commissioner Harter made a motion to adopt the 2024 budget and 5-year budget. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

**CITY COMMISSION
(2024 Annual Appropriations)
Ordinance Number 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, to which the City Clerk assigned Ordinance Number 23-25, was presented to the Governing Body for their consideration.

City Manager Cocking stated historically, the City of Emporia and other cities in the state used a bi-monthly appropriation ordinance which ratified expenditures after the fact. He stated across the State of Kansas, a number of cities were using this post-facto process and starting to adopt annual appropriation ordinances with the adoption of the budget. The annual appropriation ordinances are particularly useful in emergency situations or other situations where governing bodies are unable to generate a quorum. The City adopted its first annual appropriation ordinance last year. 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 Improvements Items over \$25,000.00 to the Commission for approval. He stated staff was recommending the approval of the annual appropriation ordinance for accounts payable and payroll for 2024.

Commissioner Sauder made a motion to approve Ordinance Number 23-25 Annual Appropriations. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

**SEWER MAINTENANCE
(Close Out CDBG Lift Station Improvements Project No. 21-PF-020)
(Public Hearing)**

Assistant City Manager Detter, was recognized and addressed the Governing Body. He stated the City of Emporia is required to hold a public hearing for the purpose of closing out CDBG Project #21-PF-020 for the Lift Station #2 located at 1304 East

Street. The project consisted of the replacement of two flooded suction style centrifugal solids handling wastewater pumps, interior piping, valve replacement, electrical and HVAC improvements, backup generator installation, exterior building improvements, replacement of security fence, control and communications improvements related to construction activities. He stated a final monitoring letter from Kansas Department of Commerce CDBG Project 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.

Mayor Brinkman then declared the public hearing opened.

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

**ECONOMIC DEVELOPMENT
(Tax Abatement for Michelin)
(Public Hearing)
(Ordinance Number 23-24)**

AN ORDINANCE EXEMPTING CERTAIN PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES IN EMPORIA, LYON COUNTY, KANSAS, to which the City Clerk assigned Ordinance Number 23-24, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the City of Emporia has been working with representatives of Michelin on a recent expansion of their facility. The addition is for research and development and other office activities. Michelin currently employs more than 300 employees and actively seeking additional employees. She stated the Commission will need to conduct a public hearing on this exemption and approve Ordinance Number 23-24 authorizing a ten-year real property tax abatement.

Mayor Brinkman then declared the public hearing opened.

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

City Attorney Montgomery stated the proposed ordinance will authorize a ten-year real property tax exemption.

Commissioner Harter made a motion to approve Ordinance 23-24, an ordinance granting tax abatement for expansion of Michelin. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

**CITY COMMISSION
(Kretsinger Development Agreement with Ignite, LLC)
(Reinvestment Housing Incentive District)**

Jim Witt, Special Projects Coordinator, was recognized and addressed the Governing Body. He stated the location of the Kretsinger tract is NE corner of S. Exchange and Sodens Road consisting of 16.86 acre tract, commonly referred to as north of the Zoo. The process started in 2020 as the Ignite Group started to look for property that could be developed to address the housing issues in Emporia. Since that time, the partnership includes Ignite, LLC, Emporia Chamber of Commerce and the City. Through a process of resolutions, public hearings and approval from the State, the area was approved as a formal and eligible RHID. He stated the Development Agreement is a requirement of the City's Housing Policy to move forward. This agreement details the responsibilities of the City and Developer with regard to the 55 single family lot subdivision as approved by the Planning Commission. 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. In Article 2.5 Final Approval Required, the Commission retains sole discretion on the Project including award or rejections of construction bids for City Infrastructure Improvements if bids come in high or other unforeseen expenses. Article 5 contains the priorities for reimbursement via RHID funds. He stated the City is not responsible for private infrastructure improvements that includes electric, gas, telephone and cable/fiber services. The Development Agreement addressed all milestones that must be met. He stated the City will issue General Obligation bonds for the actual costs of water, sewer, street and drainage improvements with projects to be approximately 3 to 3.5 million dollars. The City's

financial obligations are bond payments and will be in the first position once RHID revenue starts to generate.

Commissioner Smith asked if in the Development Agreement the City waived all personal guarantees and lines of credit.

SPC Witt stated several months ago Ignite, LLC and Emporia Chamber of Commerce informed them they were not able to obtain a Letter of Credit given their standing.

Commissioner Smith stated if every lot is built out they will receive their money back plus additional, and if they don't build every lot then the City purchases the lot back so their risk is monetary.

Commissioner Sauder made a motion to approve Kretsinger Development Agreement with Ignite, LLC as presented. Commissioner Harter seconded the motion.

Commissioner Giefer stated he would be voting no on this agreement and read the following statement:

"Most of the concerns that I had several years ago are the same issues that I have today. Having to run streets, sidewalks, and utilities more than ¼ mile down the road with no other development that can be tagged on to this one. Current infrastructure cost is around \$68,000 per house if it is fully developed. At this time we currently do not know if we will need a \$277,000 lift station. Locating this housing development on the North side of the Wastewater Treatment Plant is not a desirable location when we have thousands of more suitable buildable and out of the flood plain. Locations that are in the inner part of the city or on the outskirts of town that could have been purchased at a lower cost with also lower cost to develop. 2 months ago the City Manager, Commissioner Smith and myself made a trip to Wichita to meet with the largest housing developer in the Wichita area Richie Development to get some insight on what we are getting into and help Commissioner Smith and myself make up our minds being that neither one of us are experts on housing development. When we showed the owner and his dad the former owner the overhead view of the location they wanted to know what the building was in the upper left hand corner (Wastewater Treatment Plant). Both of their immediate responses were that they would be out on this deal. They said that they never build next to utility plants because of the numerous complaints. To me this project never made sense from the beginning. To many other locations would have been better, cheaper and probably would have been complete by now because could have used existing infrastructure. Such as the Wanamaca location, infilling in core of our city, which already have streets, water, sewer and sidewalks all in place. This is too much of a financial risk for our taxpayers – over 4 million dollars when the final figures come in. For this and other reasons not to mention I will be casting my vote as a no vote! I think we can do better."

There was a call for the vote as follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Giefer, nay; Commissioner Smith, nay; and Mayor Brinkman, aye.

**CITY COMMISSION
(West 6th Addition)
(Establish Reinvestment Housing Incentive District)
(Resolution Number 3704)**

Commissioners Sauder and Harter removed themselves from any discussion.

Taylor Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated a Public Hearing is a requirement of the RHID statutes. The Kansas Department of Commerce certified the eligibility of this area as a potential RHID district. This proposed development is the community's first proposed RHID utilizing the 2023 amendments passed by the legislature. This area qualifies under the infill provision of the revised RHID program. She stated 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 2023. The present development plan includes 24 single-family lots with private water and sewer lines installed by the developer. She stated the plan does not include any expenditure of city funds to serve the 24 units. Existing sewer and water mains along with 6th Avenue are the public infrastructure components which will serve the development. She stated this proposed Resolution will establish a Public Hearing for the Reinvestment Housing Incentive District on West 6th Avenue on October 18, 2023.

Commissioner Smith made a motion to approve Resolution Number 3704, a resolution establishing a Public Hearing for Reinvestment Housing Incentive District on West 6th Avenue for October 18, 2023. Commissioner Giefer seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; and Mayor Brinkman, aye.

**CITY COMMISSION
(Increasing the Transient Guest Tax 1%)
(Ordinance Number 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, to which the City Clerk assigned Ordinance Number 23-26, was presented to the Governing Body for their consideration.

Lelan Dains, Director of Visit Emporia, was recognized and addressed the Governing Body. He stated 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 provision through Charter Ordinance No. 43. This proposed ordinance authorized 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.

Following further discussion, Commissioner Smith made a motion to approve Ordinance Number 23-26 authorizing and levying a Transient Guest Tax. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

**ENGINEERING
(Mechanic Street Parking Lots Reconstruction)
(600 and 700 Blocks Project No. PK2101)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the parking provided in the 600 and 700 block of Mechanic Street parking lots serve as a community hub for large events that Emporia hosts throughout the year. Both lots are in need of reconstruction due to the age and deterioration of the concrete. Additionally, ADA-accessible parking spots will be added. He stated bids were received as follows:

BID TABULATION FOR 600 & 700 BLOCK PROJECT NO. PK2101

Contractor	Base Bid	Add Alt No. 1	Add Alt No. 2	Total Bid
Bruce Davis Const. 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

He stated funding will be provided by the Multi-Year Fund. Staff recommends awarding the bid to Bruce Davis Construction for the base bid only in the amount of \$807,999.85.

Commissioner Harter made a motion to award the Mechanic Street Parking Lots Reconstruction of 600 and 700 Block Project No. PK2101 to Bruce Davis Construction, LLC for the base bid only in the amount of \$807,999.85. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

FIRE DEPARTMENT (Construction Manager at Risk for Fire Station Projects) (Crossland Construction Co., Inc.)

Brandon Beck, Fire Chief, was recognized and addressed the Governing Body. He stated proposals for Construction Manager at Risk (CMAR) for the Fire Station Projects were due on July 24, 2023. Six proposals were received for the project. The proposal review committee reviewed the proposals to develop a list for in-person presentations as follows:

Bid Tabulation for CMAR

Contractor	<i>Crossland Const. Co., Inc.</i>	McCown Gordon Const	Loyd Builder, 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	\$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	N/A	N/A
Self-Preform Fee	N/A	2.5%	N/A

Insurance	N/A	N/A	0.40% (\$40,000 for \$10M Project)
Builder's Risk	N/A	N/A	0.15% (\$15,000 for \$10M Project)
Bonds	N/A	N/A	0.60% (\$60,000 for \$10M Project)
TOTAL COSTS	\$713,152.00	\$736,312.00	\$805,620.00

He stated the committee is recommending the selection of Crossland Construction Co., Inc. to develop a contract for services for the Construction Manager at Risk (CMAR) for Fire Station Projects.

Commissioner Smith made a motion to authorize staff to enter negotiations with Crossland Construction Co., Inc. for a contract for services for Fire Station Projects. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

Consent Agenda

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

- a. Minutes of the Regular Meeting Held on August 16, 2023.
- b. Wastewater Plant Aeration Monitoring and Control Update.
- c. Resolution Number 3705 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property Commonly known as 1100 S. Highway 99.
- d. 24th Avenue Waterline Easement & ROW Acceptance.
- e. Ordinance Number 23-27 Authorizing Apella Night Beer Garden.

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, to which the City Clerk assigned Ordinance Number 23-27, was presented to the Governing Body for their consideration.

- f. 2023 Street Rehabilitation Change Order No. 2 for project No. PV2302.

The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, 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 20, 2023 MEETING.

- Proclamation Recognizing the 100-Year Anniversary of Soden's Grove Bridge.
- Zoning Regulations Ordinance.
- Bond Resolution.
- Airport MILT Design Agreement with Lockner.
- Memorandum of Understanding with USD #253.
- Industrial Park III Waterline Easement

Study Session:

- Discussion of CVAB (TGT) Advisory Board priorities and Strategic Plan.
- Urbanside Park Discussion.
- Update with Flint Hills Technical College.

**CITY COMMISSION
(Public Comment)**

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

Commissioner Sauder made a motion to recess the meeting until 12:30 p.m. to Conference Room 1AB. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

STUDY SESSION:

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

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: September 20, 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 October 4, 2023.

Commission Meeting :

- Proclamation for Domestic Violence Awareness Month.
- Proclamation for Naming October 8th-14th as Fire Prevention Week.
- Ordinance for the Annexation of Property 1100 S. Highway 99.
- Award 24th Avenue and Prairie Street Waterline Improvements.
- Industrial Park III Waterline Easement.
- Change Order No. 1 Mahtopolis Addition sanitary and sewer.

Study Session :



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: September 20, 2023

Background:

An Executive Session Is Requested for Discussions Regarding Data Related to Financial Affairs or Trade Secrets of Corporations, Partnerships, Trusts, And Individuals. K.S.A. 75-4319(B)(4) Is the Authority for This Recess into Executive Session.

Discussion:

N/A

Financial considerations:

No city funds are required.

Recommended action:

Recess into Executive Session to discuss confidential matters of a third party relating to economic development projects for 45 minutes, inviting Chuck Scott, RDA President; Jim Witt, Special Projects Coordinator; Tayler Wash, Special Projects Director; and Justin Givens, Planning and Zoning Administrator, and stating at which time the open meeting will resume.

Attachments:

None

Title: TGT Board Discussion Strategic Plan

Agenda Date: September 20, 2023

Presented By: Board and Jim Witt, SPC

Background:

Board members and staff will be present to discuss Commission priorities and input regarding the TGT Plan.

Discussion:

Item was discussed on September 6th at the Commission Meeting.

Financial Considerations:

None currently

Other Considerations:

None

Attachments:

None

Title: Urbanside Park Development
Agenda Date: September 20, 2023
Presented By: Jeff Lynch, Community Development Coordinator

Background

Urbanside Park is located in east-central Emporia, between Whildin St. and Melba St., just north of 5th Ave., and is 200 ft. x 300 ft., or approximately 1.4 acres, in size. The park contains two old concrete picnic tables and several fully mature trees. No major improvements are planned for the Park in the near future. In 2022, the Community Housing Board/Emporia Land Bank was asked by the City to review several parks for possible housing development and concluded that Urbanside Park was the best candidate.

Discussion

The board proposed that at least four single-family houses could be built, and with some infrastructure improvements, the activity could spur development in the already-platted land to the west of the park. Further study by city staff indicated that at least 10 lots (50' x 85') could be developed if a zoning variance was granted.

The transfer of City Park property will require Commission action via a Resolution and is subject to a protest petition and potential public referendum.

Financial Considerations

Infrastructure improvements would need to be made to develop more than a minimal number of lots. An engineer would need to be consulted to calculate a cost estimate.

Attachments

Urbanside Park Letter
Urbanside Lot Draft
Urbanside Park Map 2
Urbanside Zoning Map



EMPORIA LAND BANK

P.O. Box 928, Emporia, KS 66801 620-343-4285

City of Emporia
ATTN: Trey Cocking, City Mgr.
P.O. Box 928
Emporia, KS 66801

October 28, 2022

RE: 500 Whildin St., Urbanside Park

Mr. Cocking,

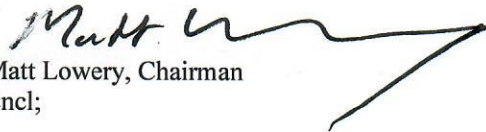
The Emporia Land Bank continues to seek opportunities to carry out its mission of acquiring, managing, and transforming property into productive use. In the past, the Emporia City Commission has requested that the Emporia Land Bank look into underutilized city parks and green spaces to recommend alternative uses. To that end, the Emporia Land Bank is making a formal request to the City of Emporia to consider transferring the property at 500 Whildin St., known as Urbanside Park, to the Emporia Land Bank.

The Emporia Land Bank would divide the park into four 100 ft. X 150 ft. buildable sites to be offered to individuals and developers for single-family housing. The Emporia Land Bank has had success in acquiring other sites and pairing them with local developers. This work addresses the ongoing housing shortage in Emporia as well as improving the local tax base.

To reach development goals, the Emporia Land Bank requires site buyers to begin construction within 6 months of purchase and complete construction within 12 months of purchase. The Emporia Land Bank members anticipate all four sites being developed within the next 24 months. Additionally, developing these sites likely will serve as a catalyst to begin development of unimproved land directly to the west of Urbanside park which could provide an additional 15 – 25 buildable sites. Easements are already in place for road and infrastructure improvements to serve these additional privately owned sites.

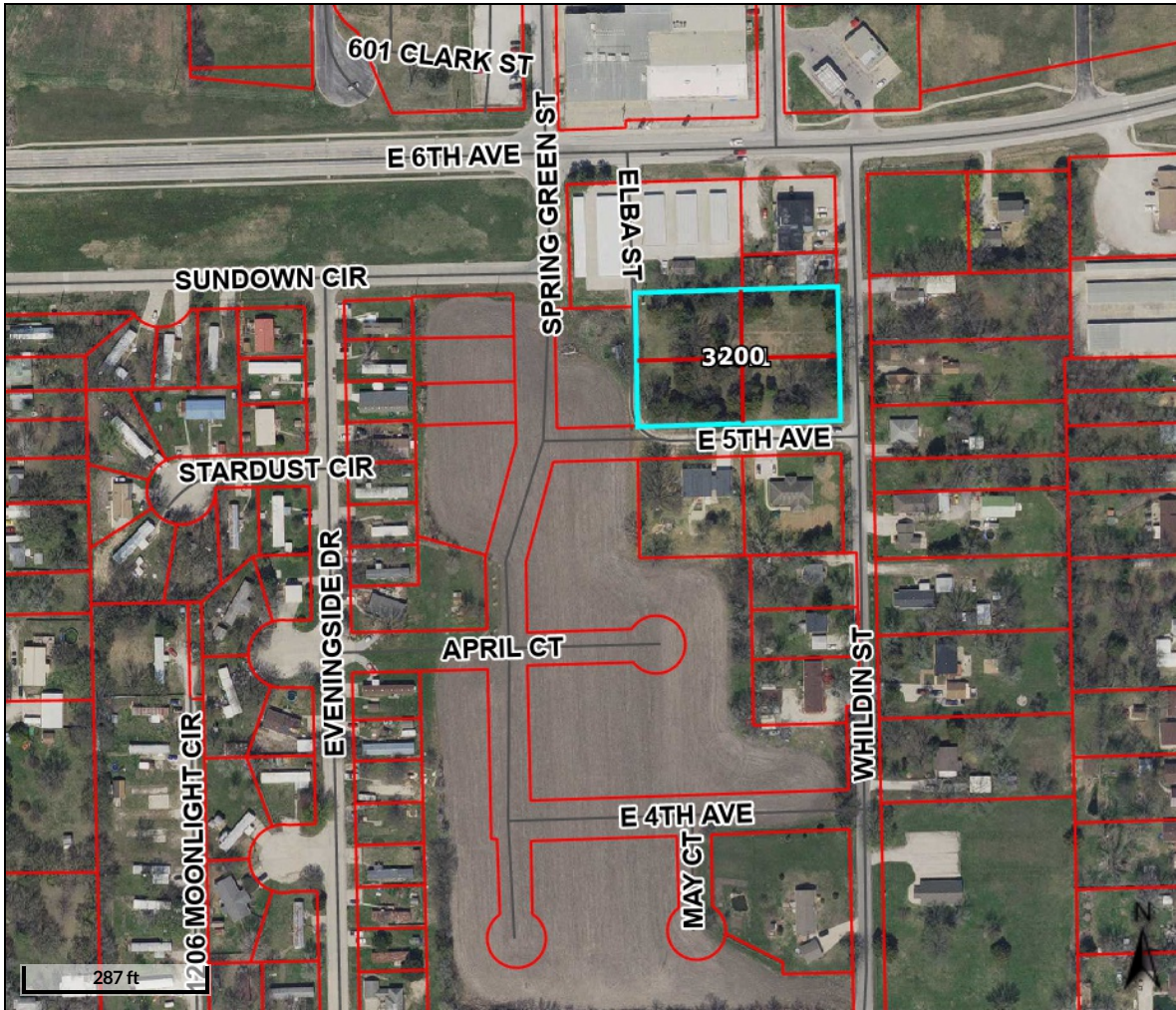
If you would like for our board to meet with you or others to discuss the possibilities of this proposal, please respond to the city liaison, Jeff Lynch.

Sincerely,

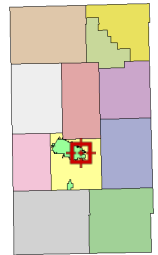


Matt Lowery, Chairman
Encl;





Overview



Legend

- Parcels
- City Limits
- Road Centerline

Parcel ID	1961401003011000	Alternate ID	n/a	Owner Address	EMPORIA, CITY OF
Sec/Twp/Rng	14-19S-11E	Class	E - Exempt		522 MECHANIC ST
Property Address	500 WHILDIN Emporia	Acreage	1.4		EMPORIA, KS 66801-3950
District	005				
Brief Tax Description	URBANSIDE, S14, T19S, R11E, ACRES 1.4, BEG SE COR BLK 6 W308.83 N202.96 E308.91 S202.97 TO POB ELBA AVE URBANSIDE ADD (HANSEW PARK) (202.9 X 308.8) (Note: Not to be used on legal documents)				

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 1/6/2023

Last Data Uploaded: 1/5/2023 11:47:30 PM

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