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

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Susan Brinkman

MEMBERS PRESENT

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

PROCLAMATIONS

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) **Crossland Construction Contract for Fire Station Projects.**
Presented by: Brandon Beck, Fire Chief
Recommended Action: Approve Crossland Construction Contract for the Fire Station Projects.

2) **Ordinance No. 23-35 for Rezoning Properties Located at 513 & 519 Congress St. from Single-Family Attached To Flex-Use High.**
Presented by: Justin Givens, Administrator of Planning & Zoning
Recommended Action: Approve Ordinance No. 23-35 for Rezoning Properties Located at 513 & 519 Congress St. from Single-Family Attached To Flex-Use High.

3) **Ordinance No. 23-36 Authorizing and Providing for the issuance of GO Bonds Series 2023.**
Presented by: Mark Detter, Assistant City Manager and Janet Harrouff, Finance Director
Recommended Action: Approve Ordinance No. 23-36 Authorizing and Providing for the issuance of GO Bonds Series 2023.

4) **Resolution No. 3712 Authorizing and Directing the Sale and Delivery of General Obligation Bonds Series 2023.**
Presented by: Mark Detter, Assistant City Manager and Janet Harrouff, Finance Director
Recommended Action: Approve Resolution No. 3712 Authorizing and Directing the Sale and Delivery of General Obligation Bonds Series 2023.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

1) Permits & Financials

2) October Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for November 1, 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 FOR CONSULTATION WITH AN ATTORNEY FOR THE PUBLIC BODY OR AGENCY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP. K.S.A. 75-4319(B)(2) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

   Recess into executive session for consultation with the City Attorney regarding a legal matter for 30 minutes and to invite Tayler Wash, Special Projects Director, and Dean Grant, Public Works Director, stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

1) Emporia REC Commission Presentation.

2) Discuss the Process of ERP.

3) Discuss Quaker Park.

ADJOURNMENT

Commission Action Report
Crossland Construction Contract for the Fire Station Projects

Title:	Crossland Construction Contract for the Fire Station Projects
Agenda Date:	November 15, 2023
Presented By:	Brandon Beck, Fire Chief

Background:
The City Commission authorized City Staff to enter negotiations with Crossland Construction Co. Inc to finalize a contract for services for the Fire Station Projects. City Staff held meetings with representatives from Crossland and have prepared a contract for approval from the City Commission.

Discussion:
The document to be considered for approval is the American Institute of Architects (AIA) Document A133, Standard Form of Agreement Between Owner and Construction Manager as Constructor.

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

Recommended action:
Approve A133 between the City of Emporia and Crossland Construction Co. Inc.

Attachments:
- A133 Contract proposal

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Emporia Fire Station #1, 512 Market Street, Emporia, KS 66801
Emporia Fire Station #2, 1427 Industrial Rd, Emporia KS 66801

and the Construction Manager:
(Name, legal status, address, and other information)

Crossland Construction Co., Inc.
3017 N Cypress Dr, Wichita, KS 67230

for the following Project:
(Name, location, and detailed description)

Emporia Fire Station #1, 518 Market Street, Emporia, KS 66801
Emporia Fire Station #2, 1427 Industrial Rd, Emporia KS 66801

The Architect:
(Name, legal status, address, and other information)

Archimages, Inc
14205 W 95th St, Lenexa, KS 66215

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$10million

§ **1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design 10/17/23 – 11/7/23
Design Development 1/25/24 – 5/14/24
Construction Documents 6/13/24 – 9/23/24

.2 Construction commencement date:

10/8/24

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ **1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ **1.1.6** The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ **1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ **1.1.7** Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ **1.1.8** The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brandon Beck, Fire Chief

§ **1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Kile Morrison
Archimages, Inc
14205 W 95th St, Lenexa, KS 66215

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

DJ McClenny or Evan Malloy

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Refer to RFQ for CMaR dated 6/23/23

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

NA

§ 1.1.15 Other Initial Information on which this Agreement is based:

Refer to RFQ for CMaR dated 6/23/23

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. Subject to limitations on the Construction Manager's obligations set forth herin and in the A201-2017, the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule
When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action in order to maintain the last Owner-approved Project budget.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers
§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement
The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager.

§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Refer to RFQ for CMaR dated 6/23/23. CMaR shall arrange and provide a site visit to view recently completed fire stations in the North Texas area during the initial period of preconstruction services at the CM's expense.

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents of which Construction Manager becomes aware.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted and effective, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation
§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum amount of Zero Dollars ($0)

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)
§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Init.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

§ 5.3 Payment Instructions
All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Three percent (3.0%)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3.0% of the Cost of Work. There shall be no reduction in the Construction Manager's Fee for deductive change orders

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Overhead 10%, Profit 5%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

To Be Determined as addressed in the forthcoming GMAX Ammendment

(Paragraphs deleted)
§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum, and adjustments to the price of any portion of the Work to be performed by the Construction Manager with the Construction Manager's own personnel for a stipulated sum, shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Paragraphs deleted)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents, or otherwise approved by the Owner, that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, including but not limited to full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies
§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions
§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed
§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase; and
- .10 With respect to costs incurred in performing portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, costs in excess of such stipulated sum.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS
§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS
§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with

the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted subject to the last sentence of Section 9.1 above, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** Construction Change Directives; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

The Construction Manger's Fee, general conditions cost, insurance rates, bond rates (if applicable), and subcontractor default insurance.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Line item retention can be released with owners prior written approval.

§ 11.1.8.3
Upon Substantial Completion of the Work, the Owner, Architect and Construction Manager shall conduct a joint walk through so that the parties can identify items of Work to be completed or corrected prior to final payment as set forth in Section 9.8.2 of AIA Document A201-2017 (the "Punch List"). Retainage shall thereafter be adjusted to an amount equal to one hundred fifty percent (150%) of the value of the Work remaining to be completed pursuant to the Punch List. The valuation of the Punch List shall be based upon the Construction Manager's reasonable assessment of the costs to complete each item of the Work as identified on the Punch List..
§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit. Failure of the Owner to provide the Construction Manager of a notice within thirty (30) days shall be a waiver of the Owner's right to perform an audit of the Cost of the Work.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Construction Manager. .

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 11.4 Payment Instructions
All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Trey Cocking, City Manager
104 East 5th Ave, Emporia, KS 66801
620-341-4304

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in Lyon County District Court

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction

Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- **.3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- **.3** Subtract the aggregate of previous payments made by the Owner; and
- **.4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Twenty-five percent (25%) of the Construction Manager's Remaining Fee, pursuant to Section 6.1.2 herein, remaining at the time of the Owner's termination for convenience.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment. In no event shall the Construction Manager be required to subordinate its lien rights as a condition of the assignment.

§ 14.2.3 Any pricing, estimates, or allowances contained in the Contract Documents or otherwise provided by the Construction Manager with respect to the amount of any particular line items included within the Guaranteed Maximum Price shall not constitute a warranty, representation, or obligation of the Construction Manager to complete the Work associated with such line items for the specified amount, and the Construction Manager shall have the right to allocate any difference between the estimated and actual cost of performing the Work associated with any line item to any other line item(s).

§ 14.2.4 The Construction Manager is not required to furnish free of charge to Owner's separate contractors and material suppliers, general/special condition items such as, but not limited to, unloading, temporary electrical service, vertical/horizontal transportation, trash removal, clean-up, insurance, equipment temporary barricades and protection, etc. However, the Construction Manager shall cooperate with the Owner's separate contractors and material suppliers to the extent that such cooperation does not materially interfere with the performance of the Work.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS ($ 2,000,000.00) for each occurrence and FOUR MILLION DOLLARS ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS ($ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS ($ 2,000,000.00) each accident, TWO MILLION DOLLARS ($ 2,000,000.00) each employee, and TWO MILLION DOLLARS ($ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS ($ 5,000,000.00) per claim and FIVE MILLION DOLLARS ($ 5,000,000.00) in the aggregate.

(Table deleted)
(Paragraphs deleted)
§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

VP - Dm

(Printed name and title)

[ ] As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.

Additions and Deletions Report for
AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:37 ET on 11/07/2023.

PAGE 1

Emporia Fire Station #1, 512 Market Street, Emporia, KS 66801
Emporia Fire Station #2, 1427 Industrial Rd, Emporia KS 66801

...

Crossland Construction Co., Inc.
3017 N Cypress Dr, Wichita, KS 67230

...

Emporia Fire Station #1, 518 Market Street, Emporia, KS 66801
Emporia Fire Station #2, 1427 Industrial Rd, Emporia KS 66801

...

Archimages, Inc
14205 W 95th St, Lenexa, KS 66215

PAGE 2

TBD

...

TBD

...

$10million

PAGE 3

Schematic Design 10/17/23 – 11/7/23
Design Development 1/25/24 – 5/14/24
Construction Documents 6/13/24 – 9/23/24

10/8/24

...

TBD

...

NA

...

NA

...

TBD

...

Brandon Beck, Fire Chief

PAGE 4

TBD

...

TBD

...

TBD

...

Kile Morrison
Archimages, Inc
14205 W 95th St, Lenexa, KS 66215

...

DJ McClenny or Evan Malloy

...

Refer to RFQ for CMaR dated 6/23/23

...

NA

...

Refer to RFQ for CMaR dated 6/23/23

PAGE 5

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The ~~Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The~~ Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

PAGE 6

§ 3.1.3.2 ~~The~~ Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. ~~The~~ Subject to limitations on the Construction Manager's obligations set forth herin and in the A201-2017, the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective ~~action.~~action in order to maintain the last Owner-approved Project budget.

PAGE 7

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. ~~Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.~~

...

Refer to RFQ for CMaR dated 6/23/23. CMaR shall arrange and provide a site visit to view recently completed fire stations in the North Texas area during the initial period of preconstruction services at the CM's expense.

PAGE 8

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

...

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract ~~Documents.~~Documents of which Construction Manager becomes aware.

User Notes: (1604300393)

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally ~~enacted, whether or not yet~~ enacted and effective, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

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A lump sum amount of Zero Dollars ($0)

~~**§ 5.1.2** The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~
~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~

~~Individual or Position~~	~~Rate~~

~~**§ 5.1.2.1** Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

§ 5.3 Payment Instructions
All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**
~~(Insert rate of monthly or annual interest agreed upon.)~~In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

~~%~~

...

Three percent (3.0%)

...

3.0% of the Cost of Work. There shall be no reduction in the Construction Manager's Fee for deductive change orders

...

Overhead 10%, Profit 5%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (~~ One Hundred percent percent (100 %) of the standard rental rate paid at the place of the Project.

...

To Be Determined as addressed in the forthcoming GMAX Ammendment

~~**§ 6.1.7** Other:~~
~~*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*~~

PAGE 12

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated ~~sum~~ sum, and adjustments to the price of any portion of the Work to be performed by the Construction Manager with the Construction Manager's own personnel for a stipulated sum, shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

...

~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

PAGE 13

§ 7.3 ~~Subcontract Costs~~Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

...

§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract ~~Documents~~ Documents, or otherwise approved by the Owner, that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, ~~for either~~ including but not limited to full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

...

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

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.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~

.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase; and

.10 With respect to costs incurred in performing portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, costs in excess of such stipulated sum.

PAGE 16

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be ~~accepted,~~ accepted subject to the last sentence of Section 9.1 above, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

...

§ 9.3 The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

...

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~

month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 17

.3 ~~That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified;~~ Construction Change Directives; and

PAGE 18

Five Percent (5%)

...

The Construction Manger's Fee, general conditions cost, insurance rates, bond rates (if applicable), and subcontractor default insurance.

difference between the estimated and actual cost of performing the Work associated with any line item to any other line
item(s).

§ 14.2.4 The Construction Manager is not required to furnish free of charge to Owner's separate contractors and material
suppliers, general/special condition items such as, but not limited to, unloading, temporary electrical service, vertical/horizontal transportation, trash removal, clean-up, insurance, equipment temporary barricades and protection, etc.
However, the Construction Manager shall cooperate with the Owner's separate contractors and material suppliers to the
extent that such cooperation does not materially interfere with the performance of the Work.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS ($ 2,000,000.00) for each occurrence and FOUR MILLION DOLLARS ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS ($ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS ($ 2,000,000.00) each accident, TWO MILLION DOLLARS ($ 2,000,000.00) each employee, and TWO MILLION DOLLARS ($ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS ($ 5,000,000.00) per claim and FIVE MILLION DOLLARS ($ 5,000,000.00) in the aggregate.

~~**§ 14.3.1.6 Other Insurance**~~
~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~**Coverage**~~	~~**Limits**~~

...

~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~**§ 14.5** Other provisions:~~

...

~~.6 Other Exhibits:~~

User Notes: (1004300393)

~~*(Check all boxes that apply.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~.7 Other documents, if any, listed below:~~
~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

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[ ] As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.

...

Line item retention can be released with owners prior written approval.

§ 11.1.8.3 ~~Except as set forth in this Section 11.1.8.3, upon~~
Upon Substantial Completion of the Work, the ~~Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~Owner, Architect and Construction Manager shall conduct a joint walk
through so that the parties can identify items of Work to be completed or corrected prior to final payment as set forth in Section 9.8.2 of AIA Document A201-2017 (the "Punch List"). Retainage shall thereafter be adjusted to an amount equal
to one hundred fifty percent (150%) of the value of the Work remaining to be completed pursuant to the Punch List. The
~~(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)~~valuation of the Punch List shall be based upon the Construction Manager's reasonable assessment of the costs to
complete each item of the Work as identified on the Punch List..

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit. Failure of the Owner to provide the Construction Manager of a notice within thirty (30) days shall be a waiver of the Owner's right to perform an audit of the Cost of the Work.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect.~~Construction Manager. .

...

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment

...

~~**(Insert rate of interest agreed upon, if any.)**~~

§ 11.4 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
~~%~~ Columbus, KS 66725

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§ 12.1.2 The ~~Architect~~ Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

...

Trey Cocking, City Manager
104 East 5th Ave, Emporia, KS 66801
620-341-4304

...

[X] Litigation in ~~a court of competent jurisdiction~~Lyon County District Court

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§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All ~~Subcontracts, purchase orders and rental agreements~~ Subcontracts entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

...

§ 13.2.2.2 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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Twenty-five percent (25%) of the Construction Manager's Remaining Fee, pursuant to Section 6.1.2 herein, remaining at
the time of the Owner's termination for convenience.

...

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment. In no
event shall the Construction Manager be required to subordinate its lien rights as a condition of the assignment.

§ 14.2.3 Any pricing, estimates, or allowances contained in the Contract Documents or otherwise provided by the Construction Manager with respect to the amount of any particular line items included within the Guaranteed Maximum
Price shall not constitute a warranty, representation, or obligation of the Construction Manager to complete the Work associated with such line items for the specified amount, and the Construction Manager shall have the right to allocate any

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:37 ET on 11/07/2023 under Order No. 3104237896 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

____
(Signed)

VP - Dr
____
(Title)

11-7-23
____
(Dated)

Commission Action Report

Ordinance No 23-35 Rezoning Properties Located at
513 & 519 Congress from Single-Family Attached to Flex-Use High

Title:	Ordinance No. 23-35 Rezoning Properties Located at 513 & 519 Congress St. from Single-Family Attached to Flex-Use High
Agenda Date:	November 15, 2023
Presented By:	Justin Givens, Planning & Zoning Administrator

Background:
The owner of 513 & 519 Congress St. has requested that the property be rezoned. The applicant also owns Quick Lube, located at 302 W 6th Ave., and eventually wants to expand the current building. After initial discussions with staff, it was determined that while commercial in nature, the properties at 513 & 519 Congress St. had not actually ever been rezoned for commercial use.

The initial application and corresponding public hearing went before the Planning Commission at their September 19th meeting, prior to the updated zoning regulations being adopted by the City Commission. Once the protest period had expired for the rezoning application, the original recommendation from the Planning Commission; rezoning the properties from their former zoning districts (Medium Density Residential District to General Commercial District) was moot, as those districts no longer existed since the adoption of the new zoning regulations had become effective.

Staff re-presented the application to the Planning Commission at the October 17th meeting and the Planning Commission made a unanimous recommendation to change the parcel type of the properties from Single-Family Attached to Flex-Use High.

Discussion:
The proposed rezoning would allow the property owner to continue to use his property in a legal manner and eventually expand the existing business. Based on conditions recommended by the Planning Commission, screening will be required between the applicant's property and the residential property to the south.

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:
The cost of publication of the ordinance is borne by the City.

Recommended action:
Approve Ordinance No. 23-35 Rezoning Properties Located at 513 & 519 Congress St. from Single-Family Attached to Flex-Use High

Attachments:
Annexation Ordinance
Aerial Location Map

Location Zoning Map
Excerpt of Minutes from Planning Commission meeting including the Staff Report

ORDINANCE NO. 23-35

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM SF-A SINGLE-FAMILY ATTACHED PARCEL TYPE TO FH FLEX-USE HIGH AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described properties are hereby rezoned from SF-A Single-Family Attached Parcel Type to that of Flex-Use High Parcel Type to wit:

Lots 79 & 81 On Congress Street, Original Township, Emporia, Lyon County, Kansas

And generally located: 513 & 519 Congress, Emporia, KS

Section 2. The property owner shall have ninety (90) days to install the required screening from the residential property to the south, finding that the requirement is necessary to protect public health, safety, or general welfare and is consistent with the intent and purposes of the zoning regulations.

Section 3. This ordinance shall become effective upon publication in the official city newspaper.

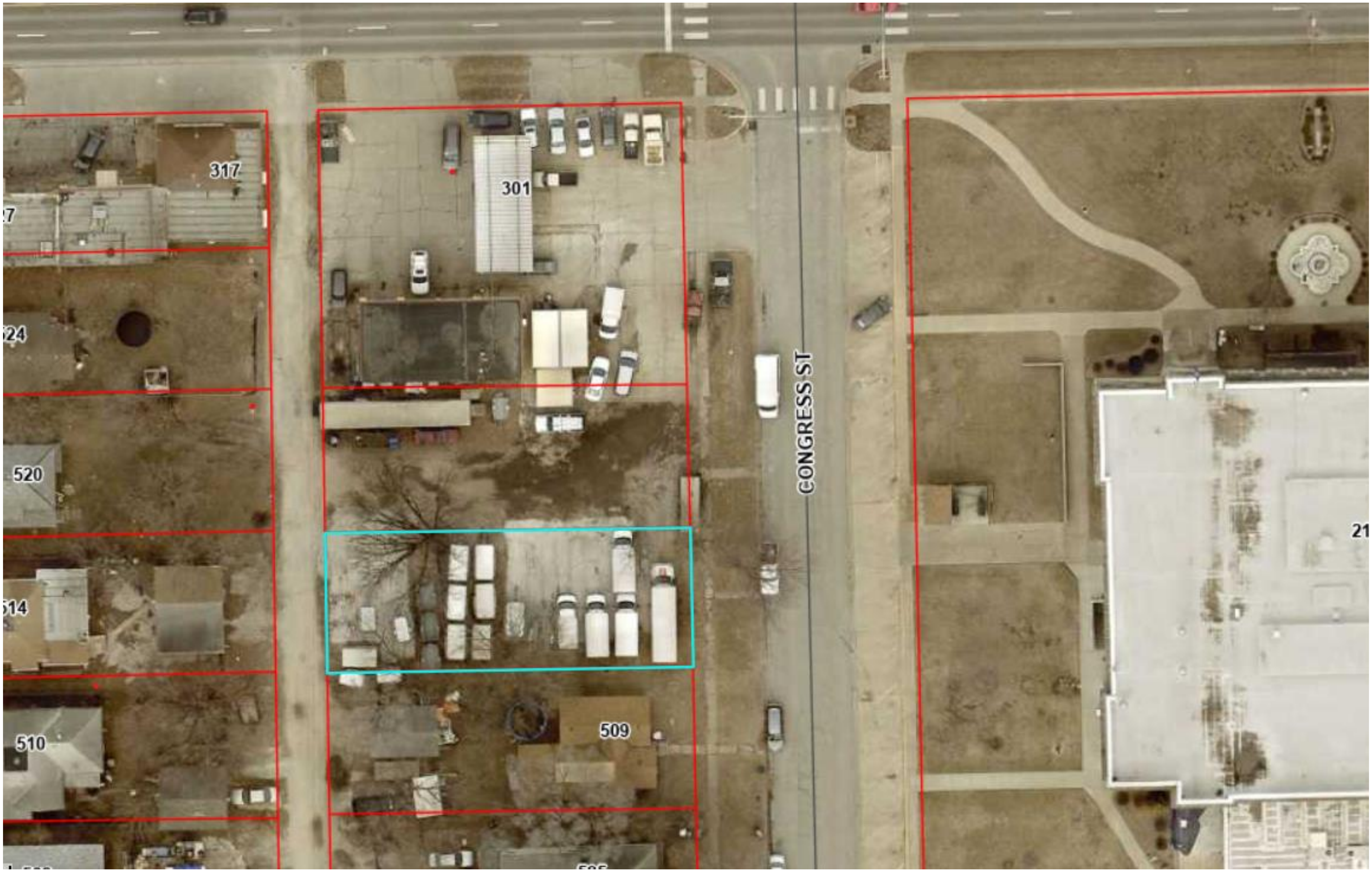
PASSED AND APPROVED this 1st day of November 2023.

____
SUSAN BRINKMAN, Mayor

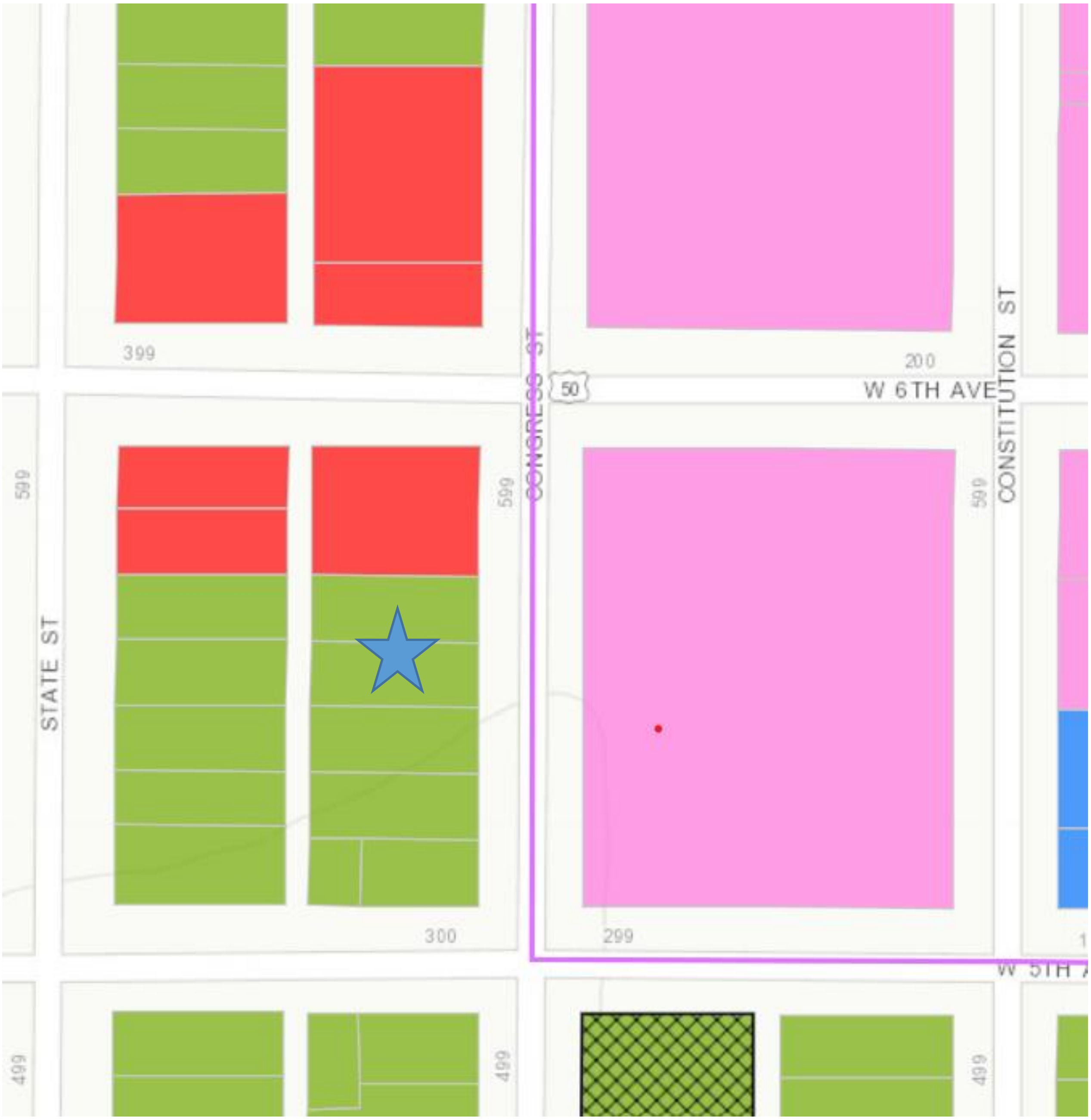
ATTEST:

____
KERRY SULL, City Clerk

513 & 519 CONGRESS
Aerial Photo



513 & 519 CONGRESS
Zoning Map



EXCERPT OF MINUTES- 10/17/2023
EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, September 19, 2023, with Chair Thomas presiding. Members Duncan, Barnes, Rogers, Weaver, Ogle, and Bucklinger were present.

City staff: Justin Givens was present.

Chair Thomas called the meeting to order.

2b. Consider an Application PC-2023-06 a Request for Rezoning Property Located at 513 & 519 Congress from R-3 High Density Residential to C-3 General Commercial.

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

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

Givens stated that since a public hearing was previously held on this matter there was no need to have another public hearing.

Givens provided the updated staff report:

PLANNING COMMISSION / BOARD OF ZONING APPEALS
STAFF REPORT
SEPTEMBER 19, 2023
AGENDA ITEM NO. 2B

Application #: PC 2023-06

Applicants: Justin Hensley – Quick Lube LLC

Requested Action: Consider a Request to Rezone Property Located at 513 & 519 Congress from Single-Family Attached Parcel Type to Flex Use High Parcel Types.

Purpose: The applicants desire the change in zoning to allow for the continued use of the property and the expansion of their automotive repair business and storage for Uhaul units.

Address: 513 & 519 Congress

Legal description: Lots 79 & 81 On Congress Street, Original Township

Lot Size: 13,000 sq. ft.

Existing Zoning: Single-Family Attached

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

Surrounding Zoning:
North – Flex Use High
East – Flex Use High
South – Single-Family Attached
West – Flex Use High & Single-Family Attached

Surrounding Actual Uses:
North – Commercial Building / Church / Lowther North Building
East – Lowther South Office Complex
South – Single-Family Residential and Multi-Family Residential
West – Single-Family Residential / Multi-Family Residential / Commercial Cleaner & Laundromat

Updated Analysis: The applicant's request for rezoning was approved by the Commission under the former zoning code. Since there is not a "one-for-one" exchange of new parcel types from old zoning districts, staff is asking the Commission to reconsider the application and make a revised recommendation of approval under the new parcel types.

The property is adjacent to Flex-Use High parcel types and staff feels that this would be an appropriate parcel type to assign to the properties. Flex-Use High have the following key characteristics;

Flex-Use High Parcel Type allows for the flexible use of buildings, which provides a variety of spaces to meet changing needs and promotes adaptive reuse of existing buildings. Flex-Use High Parcel Type allows for higher intensity of uses in an area with higher density. The physical characteristics of buildings on this Parcel Type should remain consistent while allowing for a range of uses.

Permitted uses in Flex-Use High parcel types may be developed as Mixed-Use, Commercial, Multi-Family, or Single-Family Attached buildings, and therefore allow the uses applicable to the respective Parcel Type, provided that they are compatible with the size and physical characteristics of the lot, the building, and the surrounding Parcel Types.

Motor Vehicle Repair/Maintenance is a Conditional Use in Flex-Use High so the expansion of the existing automotive repair facility the owner would need to apply for a conditional use in the future. The Uhaul rental aspect of the business would be an allowed use in the Flex-Use High parcel type.

None of the factors for the property have changed and staff would still recommend the Planning Commission forward on a recommendation to the City Commission for approval based on the new parcel types.

Original Analysis: The applicant is requesting the rezoning after inquiring about expanding the existing business at 301 W 6th Ave. At that time, it was determined, that the properties addressed on Congress Street, where not in fact zoned commercial. The previous business owners have used the property exclusively for the storage of vehicles and other miscellaneous items for the automotive repair business as well as storing Uhauls, which are available for rent on the property.

For the building to expand to the south, the properties would need to be rezoned for commercial use and the applicant has chosen to pursue such rezoning. Additionally, staff would have to address the commercial uses of the property in a residential area if a rezoning was not granted.

Considerations: **Factors to be Considered in a Rezoning:**

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change in classification would be consistent with the intent and purpose of these regulations; **Staff feels that the change in zoning would be consistent with the intent and purpose of the regulations. The property has been used without compliant in a commercial nature since at least 2012. The rezoning would allow for the expansion of the building that fronts 6th Street.**

2. The character and condition of the surrounding neighborhood and its effect on the proposed change; **The property has been used in a commercial nature without any negative effect on the surrounding property. If approved, the Commission should recommend that proper screening be put in place to ensure a harmonious continuance within the existing neighborhood.**

3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions; **The change in ownership and the new owners desire to expand the building brought forth the realization that the property, while used in a commercial nature, was in fact not zoned commercially.**

4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such a change in classification; **Staff does not anticipate any detrimental impact on any neighboring property. The property has been used in a commercial nature since at least 2012. Granting the change in zoning would allow for requirement of screening that would minimize any negative impact that may be felt from the expansion of the building and business.**

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity; **The current uses are as intense as what would be allowed on the property now. Staff feels that any other commercial use would not have a negative impact on the immediate vicinity.**

6. The suitability of the applicant's property for the uses to which it has been restricted; **The property, as demonstrated, is suitable to commercial uses.**

7. The length of time the subject property has remained vacant or undeveloped as zoned; provided, the use of land for agricultural purposes shall be considered as allowing the land to be vacant or undeveloped; **Not Applicable.**

8. Whether adequate sewer and water facilities, and all other needed public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified; **All public and private utilities are available in the area, and there would not be a negative impact on public services if the rezoning was granted.**

9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development; **Commercial property in this area is built out, and there is a limited amount of commercial property available in the community overall. The rezoning would allow for the natural expansion of an existing building.**

10. The recommendations of professional staff; **Staff is supportive of the rezoning, and would recommend as a condition of approval, that sufficient screening be provided along the south and west property lines to minimize any potential impact on the neighboring property.**

11. Whether the proposed amendment would be in conformance to and further enhance the implementation of the City's Comprehensive Plan; **By promoting infill development, and allowing an existing building to expand to provide more services, this rezoning would be in conformance with the Comprehensive Plan.**

12. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification; and, **Staff does not foresee any negative impacts on the public health, safety, or general welfare if the rezoning was granted, and allowing the rezoning would increase the value of the property.**

13. Such other factors as may be relevant from the facts and evidence presented in the application.

Neighborhood Communications: At the time of writing this report, staff has spoken with one neighboring property owner, who only asked general questions, and did not have any objections to the rezoning.

Recommendation: Staff recommends the Planning Commission forward a recommendation to approve the rezoning to the Governing Body based upon a finding that the request is consistent with the future land use map and guidelines for consideration on rezoning.

Attachments: Aerial Map / Current Zoning Map / Future Land Use Map

The Commission discussed the requirement for screening especially on the west side of the property that is adjacent to the alley. Following the discussion;

Commissioner Duncan made a motion to recommend approval of the Rezoning Request to the City Commission subject to the following;

1. **Sufficient screening being installed between the commercial and residential property on the south property line within 90 days of the rezoning being approved; and**
2. **Equipment be parked on appropriate surfacing only.**

Commissioner Barnes seconded the motion. Motion carried 5-0.

Commission Action Report
2023 General Obligation Bond-Bond Ordinance

Title: Ordinance No. 23-36 Authorizing and providing for the issuance of General Obligation Bonds, Series 2023, of the City of Emporia, Kansas.

Agenda Date: November 15, 2023

Presented By:
Mark Detter, Assistant City Manager
Janet Harrouff, Finance 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.

Discussion:
The projects identified in the Series 2023 General Obligation Bond issue are:

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
Meters-$5,000,000

The Bond Ordinance provides for the issuance of Series 2023 General Obligation Bonds, including providing for the levy and collection of annual tax for the purpose of the paying the principal and interest on said bonds as they become due. The Ordinance also authorizes certain other documents and actions in connection therewith; and making certain covenants with respect to thereto.

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 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 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.

Recommended action:
Approve Ordinance No.23-36 providing for the issuance of General Obligation Bonds, Series 2023 of the City of Emporia, Kansas.

Attachments:
Ordinance 23-36
POS
Information related to issuer

ORDINANCE NO. 23-36

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF EMPORIA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Emporia, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	Ord./Res. No.	Authority (K.S.A.)	Amount
Water System Improvements	Ord. 23-07	K.S.A. 65-162a *et seq*.	$ 5,000,000
Lift Station #1	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	2,800,000
Lift Station #15	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	500,000
12th Avenue Elevated Water Storage Rehab	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	865,000
Sanitary Sewer Main Improvements – Logan Ave to south of Zoo Ed Building	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	1,000,000
Total:			***$10,165,000***

WHEREAS, the City is authorized by law to issue general obligation bonds of the City to pay a portion of the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $9,925,000* of its general obligation bonds[, together with bid premium thereon,] to pay a portion of the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., and K.S.A. 13-1024a, as amended by Charter Ordinance 41, and K.S.A. 65-162a *et seq*., all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Bonds, Series 2023, dated November 29, 2023, authorized by this Ordinance.

“City” means the City of Emporia, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Director of Finance” means the duly appointed and acting Director of Finance of the City or, in the Director of Finance's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the City.

“Governing Body” means the City Commission of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2023, of the City in the principal amount of $9,925,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, City Manager, Assistant City Manager, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Commission on November 15, 2023 and **SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on November 15, 2023; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Emporia Gazette*** on November 18, 2023.

DATED: November 20, 2023.

____
Clerk

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(PUBLISHED IN THE ***EMPORIA GAZETTE*** ON NOVEMBER 18, 2023)

SUMMARY OF ORDINANCE NO. [____]

On November 15, 2023, the governing body of the City of Emporia, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF EMPORIA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2023 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 111 East 6th Avenue, Emporia, Kansas 66801. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.emporiaks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 15, 2023.

____
City Attorney

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 2, 2023

NEW ISSUE – BOOK-ENTRY ONLY
BANK QUALIFIED

RATING: S&P: "AA-"
See "Bond Rating" herein

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"): (1) the interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; (2) the interest on the Bonds is exempt from income taxation by the State of Kansas; and (3) the Bonds are "qualified tax-exempt obligations" within the meaning of Code §265(b)(3). Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS – Opinion of Bond Counsel" in this Official Statement.

$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023

Dated: Date of Delivery **Due: September 1, As shown on the inside cover**

The General Obligation Bonds, Series 2023 (the "Bonds") will be issued by the City of Emporia, Kansas (the "Issuer" or the "City"), as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denominations of $5,000 or any integral multiple thereof (the "Authorized Denomination"). Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Bond owners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as herein defined) of the Bonds. Principal will be payable annually on September 1, beginning in 2024, and semiannual interest will be payable on March 1 and September 1, beginning on March 1, 2024 (the "Interest Payment Dates"). Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the office of the Treasurer of the State of Kansas, Topeka, Kansas, as paying agent and bond registrar (the "Paying Agent" and "Bond Registrar"). Interest payable on each Bond shall be paid to the persons who are the registered owners of the Bonds as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding each interest payment date by check or draft of the Paying Agent mailed to such registered owner, or in the case of an interest payment to a registered owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer. So long as DTC or its nominee, Cede & Co., is the Owner of the Bonds, such payments will be made directly to DTC. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners.

The Bonds and the interest thereon will constitute general obligations of the Issuer, payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. See "THE BONDS – Security for the Bonds" herein.

The Bonds maturing on September 1, 2033 and thereafter will be subject to redemption and payment prior to maturity at the option of the Issuer on September 1, 2032 and any date thereafter, in whole or in part, at the redemption price of par, plus accrued interest to the date of redemption as more fully described herein. See "THE BONDS – Redemption Provisions" herein.

The Bonds are offered when, as and if issued by the Issuer, subject to the approval of legality by Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the Issuer. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about November 29, 2023.

*THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. "**APPENDIX C** – SUMMARY OF FINANCING DOCUMENTS" CONTAINS DEFINITIONS USED IN THIS OFFICIAL STATEMENT.*

The date of this Official Statement is November ___, 2023.

**Preliminary, subject to change.*

$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023

MATURITY SCHEDULE

SERIAL BONDS

Stated Maturity September 1	Principal Amount*	Interest Rate	Yield	CUSIP[(1)]
2024	$465,000			292281 L83
2025	445,000			292281 L91
2026	460,000			292281 M25
2027	475,000			292281 M33
2028	490,000			292281 M41
2029	500,000			292281 M58
2030	515,000			292281 M66
2031	535,000			292281 M74
2032	550,000			292281 M82
2033	565,000			292281 M90
2034	420,000			292281 N24
2035	435,000			292281 N32
2036	450,000			292281 N40
2037	465,000			292281 N57
2038	480,000			292281 N65
2039	495,000			292281 N73
2040	515,000			292281 N81
2041	535,000			292281 N99
2042	555,000			292281 P22
2043	575,000			292281 P30

[TERM BONDS

Stated Maturity September 1	Principal Amount*	Interest Rate	Yield	CUSIP[(1)]
				]

(All plus accrued interest, if any)

(1) *CUSIP data is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc., Inc. and is included solely for the convenience of the Owners of the Bonds. Neither the Issuer nor the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers set forth above.*

**Preliminary, subject to change.*

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS THAT ARE "FORWARD-LOOKING STATEMENTS" AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ESTIMATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

THIS PRELIMINARY OFFICIAL STATEMENT IS DEEMED TO BE FINAL (EXCEPT FOR PERMITTED OMISSIONS) BY THE ISSUER FOR PURPOSES OF COMPLYING WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

CITY OF EMPORIA, KANSAS
111 EAST 6th AVENUE
EMPORIA, KANSAS 66801

CITY COMMISSION

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

CITY STAFF

Trey Cocking, City Manager
Mark Detter, Assistant City Manager
Janet Harrouff, Director of Finance
Tayler Wash, Director of Special Projects
Kerry Sull, City Clerk
Christina Montgomery, City Attorney

CERTIFIED PUBLIC ACCOUNTANT
Hood and Associates, CPAs, P.C.
Overland Park, Kansas

BOND COUNSEL
Gilmore & Bell, P.C.
Wichita, Kansas

MUNICIPAL ADVISOR
Raymond James & Associates, Inc.
Leawood, Kansas

UNDERWRITER

No dealer, broker, salesman or other person has been authorized by the Issuer, Municipal Advisor or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein concerning the Issuer has been furnished by the Issuer and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof. This Official Statement does not constitute a contract between the Issuer or the Underwriter and any one or more of the purchasers, Owners or Beneficial Owners of the Bonds.

TABLE OF CONTENTS

OFFICIAL STATEMENT

$9,925,000*
CITY OF EMPORIA, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023

INTRODUCTION

General Matters

The purpose of this Official Statement is to furnish information relating to the City of Emporia, Kansas (the "Issuer" or the "City"), and the General Obligation Bonds, Series 2023 (the "Bonds"), of the Issuer, dated as of November 29, 2023 (the "Dated Date").

The Appendices to this Official Statement are integral parts of this document, to be read in their entirety.

The Issuer is a municipal corporation duly organized and existing under the laws of the State of Kansas (the "State"). Additional information regarding the Issuer is contained in ***APPENDIX A*** to this Official Statement.

The materials contained on the cover page, in the body and in the Appendices to this Official Statement are to be read in their entirety. All financial and other information presented herein has been compiled by Raymond James & Associates, Inc. (the "Municipal Advisor"). Except for the information expressly attributed to other sources deemed to be reliable, all information has been provided by the Issuer. The presentation of information herein, including tables of receipts from various taxes, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the Issuer. No representation is made that past experience, as might be shown by such financial or other information, will necessarily continue or be repeated in the future. Except to the extent described under the section captioned "LEGAL MATTERS," Bond Counsel expresses no opinion as to the accuracy or sufficiency of any other information contained herein.

Definitions

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in "***APPENDIX C*** – SUMMARY OF FINANCING DOCUMENTS."

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to Rule 15c2-12 (the "Rule"), requiring continuous secondary market disclosure. In connection with the issuance of the Bonds, the City will enter into a continuing disclosure undertaking (the "Disclosure Undertaking") wherein the City covenants to provide annually certain financial information and operating data (collectively, the "Annual Report") and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. Pursuant to the Disclosure Undertaking, the City has agreed to file its Annual Report with the national repository ("EMMA") not later than September 15th immediately following the end of the Issuer's fiscal year commencing with the year ending December 31, 2023. In the Bond Resolution, hereinafter defined, the City covenants with the Underwriter and the Beneficial Owners to apply the provisions of the Disclosure Undertaking to the Bonds. This covenant is for the benefit of and is enforceable by the Beneficial Owners of the Bonds.

The City has previously entered into continuing disclosure undertakings required by Rule 15c2-12 in connection with bonds previously issued (the "Prior Undertakings"). For the past five years the City has filed its Annual Report within the time period prescribed by the Disclosure Undertaking and the Prior Undertakings. The City's filings under the Rule for the past five years are set forth in the table below:

** Preliminary, subject to change*

Fiscal Year Ending December 31	Filing Time Period	Financial Information Filing Date	Operating Data Filing Date
2018	September 15th	8/23/2019	8/23/2019
2019	September 15th	6/26/2020	6/26/2020
2020	September 15th	7/16/2021	7/16/2021
2021	September 15th	6/29/2022	6/29/2022
2022	September 15th	6/23/2023	6/23/2023

During the past five years, the City may not have separately made timely filings of event notices on EMMA relating to all bond calls, defeasances or rating changes. The City believes this information was disseminated or available through other sources.

For more information regarding the County's continuing disclosure undertaking, see "***APPENDIX D*** **–** FORM OF DISCLOSURE UNDERTAKING."

Additional Information

Additional information regarding the Issuer or the Bonds may be obtained from the Clerk of the Issuer at the address set forth in the preface to this Official Statement, or from the Municipal Advisor, Raymond James & Associates, Inc., 11551 Ash Street, Suite 250, Leawood, Kansas 66211 (816) 391-4120.

THE BONDS

Authority for the Bonds

The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, and K.S.A. 65-162a *et seq*., all as amended and supplemented from time to time (collectively, the "Act"), an ordinance passed by the governing body of the Issuer and a resolution adopted by the governing body of the Issuer (collectively the "Bond Resolution").

Security for the Bonds

The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Levy and Collection of Annual Tax, Transfer to Debt Service Account

The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law. Such taxes shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer, shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

Description of the Bonds

The Bonds shall consist of fully registered book-entry-only bonds in an Authorized Denomination and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the rates per annum set forth on the inside cover page of this Official Statement (computed on the basis of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid, on the Interest Payment Dates in the manner hereinafter set forth.

Designation of Paying Agent and Bond Registrar

The Issuer will at all times maintain a paying agent and bond registrar meeting the qualifications set forth in the Bond Resolution. The Issuer reserves the right to appoint a successor paying agent or bond registrar. No resignation or removal of the paying agent or bond registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every paying agent or bond registrar appointed by the Issuer shall at all times meet the requirements of Kansas law.

The Treasurer of the State of Kansas, Topeka, Kansas (the “Bond Registrar” and “Paying Agent”) has been designated by the Issuer as paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

Method and Place of Payment of the Bonds

The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid at Maturity or at the Redemption Date to the Person in whose name such Bond is registered on the Bond Register at the Maturity or at the Redemption Date thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall notify the Issuer of such Special Record Date and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice not less than 10 days prior to such Special Record Date.

SO LONG AS CEDE & CO., REMAINS THE REGISTERED OWNER OF THE BONDS, THE PAYING AGENT SHALL TRANSMIT PAYMENTS TO THE SECURITIES DEPOSITORY, WHICH SHALL REMIT SUCH PAYMENTS IN ACCORDANCE WITH ITS NORMAL PROCEDURES. See “THE BONDS – Book-Entry Bonds; Securities Depository.”

Payments Due on Saturdays, Sundays and Holidays

In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Book-Entry Bonds; Securities Depository

The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraphs.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor Securities Depository in appropriate denominations and form as provided in the Bond Resolution.

Registration, Transfer and Exchange of Bonds

As long as any of the Bonds remain Outstanding, each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register. Bonds may be transferred and exchanged only on the Bond Register as hereinafter provided. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest.

Mutilated, Lost, Stolen or Destroyed Bonds

If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond. Upon the issuance of any new Bond, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Nonpresentment of Bonds

If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Redemption Provisions

Optional Redemption. At the option of the Issuer, the Bonds maturing September 1, 2033 and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2032, and thereafter as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

[***Mandatory Redemption***. (a) _____ *Term Bonds.* The _____ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The payments which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such _____ Term Bonds:

Principal Amount	Year
$	*

*Final Maturity]

Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in minimum Authorized Denomination in such equitable manner as the Bond Registrar may determine. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of a minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination value called for redemption (and to that extent only).

Notice and Effect of Call for Redemption. Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Underwriter. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed; (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

THE DEPOSITORY TRUST COMPANY

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each scheduled maturity of the Bonds, and will be deposited with DTC.

2. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings' rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

THE PROJECT

The Bonds are being issued to finance certain improvements (collectively, the "Improvements"), more specifically described as follows:

Project Description	Ord./Res. No.	Authority (K.S.A.)	Amount
Water System Improvements	Ord. 23-07	K.S.A. 65-162a *et seq*.	$ 5,000,000
Lift Station #1	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	2,800,000
Lift Station #15	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	500,000
12th Avenue Elevated Water Storage Rehab.	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	865,000
Sanitary Sewer Main Improvements – Logan Avenue to south of Zoo Ed Building	Res. 3706	K.S.A. 13-1024a/ Charter Ord. 41	1,000,000
Total:			**$10,165,000**

A portion of the costs of the Improvements will be financed from the proceeds of the Bonds and available funds of the City.

SOURCES AND USES OF FUNDS

The following table summarizes the sources and uses of funds associated with the issuance of the Bonds:

Sources of Funds:	
Principal Amount of the Bonds	$9,925,000.00*
Original Issue Premium	
Available funds of the Issuer	
Total	
Uses of Funds:	
Deposit to Improvement Fund	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Total	

** Preliminary, subject to Change.*

RISK FACTORS AND INVESTMENT CONSIDERATIONS

A PROSPECTIVE PURCHASER OF THE BONDS DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE BONDS WHICH MUST BE RECOGNIZED. THE FOLLOWING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE BONDS. PROSPECTIVE PURCHASERS OF THE BONDS SHOULD ANALYZE CAREFULLY THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT AND ADDITIONAL INFORMATION IN THE FORM OF THE COMPLETE DOCUMENTS SUMMARIZED HEREIN, COPIES OF WHICH ARE AVAILABLE AND MAY BE OBTAINED FROM THE ISSUER OR THE UNDERWRITER.

Taxation of Interest on the Bonds

An opinion of Bond Counsel will be obtained to the effect that interest earned on the Bonds is excludable from gross income for federal income tax purposes under current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the Bonds includable in gross income for federal income tax purposes.

The Issuer has covenanted in the Bond Resolution and in other documents and certificates to be delivered in connection with the issuance of the Bonds to comply with the provisions of the Code, including those which require the Issuer to take or omit to take certain actions after the issuance of the Bonds. Because the existence and continuation of the excludability of the interest on the Bonds depends upon events occurring after the date of issuance of the Bonds, the opinion of Bond Counsel described under "TAX MATTERS" assumes the compliance by the Issuer with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the Bonds in the event of noncompliance with such provisions. The failure of the Issuer to comply with the provisions described above may cause the interest on the Bonds to become includable in gross income as of the date of issuance.

Market for the Bonds

Bond Rating. The Bonds have been assigned the financial rating set forth in the section hereof entitled "BOND RATING." There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse affect on the market price of the Bonds.

Secondary Market. There is no assurance that a secondary market will develop for the purchase and sale of the Bonds. It is the present practice of the Underwriter, however, to make a secondary market as dealers in issues of municipal Bonds which the Underwriter distributes. The Underwriter intends to continue this practice with respect to the Bonds, but is not obligated to do so. Prices of bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit markets. From time to time it may be necessary for the Underwriter to suspend indefinitely secondary market trading in the Bonds as a result of the financial condition or market position of the Underwriter, prevailing market conditions, lack of adequate current financial information about the Issuer, or a material adverse change in the financial condition of the Issuer, whether or not the Bonds are in default as to principal and interest payments, and other factors which in the opinion of the Underwriter may give rise to uncertainty concerning prudent secondary market practices.

Premium on Bonds

[The initial offering price of the Bonds that are subject to optional redemption are in excess of the principal amount thereof]. Any person who purchases a Bond in excess of its principal amount, whether during the initial offering or in a secondary market transaction, should consider that the Bonds are subject to redemption at par under the various circumstances described under "THE BONDS – Redemption Provisions."

Legal Matters

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Bonds. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the Issuer or the taxing authority of the Issuer.

Limitations on Remedies Available to Owners of Bonds

The enforceability of the rights and remedies of the owners of Bonds, and the obligations incurred by the Issuer in issuing the Bonds, are subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of Kansas and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

No Additional Interest or Mandatory Redemption upon Event of Taxability

The Bond Resolution does not provide for the payment of additional interest or penalty on the Bonds or the mandatory redemption thereof if the interest thereon becomes includable in gross income for federal income tax purposes. Likewise, the Bond Resolution does not provide for the payment of any additional interest or penalty on the Bonds if the interest thereon becomes subject to income taxation by the State.

Suitability of Investment

The tax exempt feature of the Bonds is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment.

Debt Service Source

The Bonds are general obligations of the Issuer payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the Issuer's property tax collections. If a taxpayer valuation challenge is successful, the liability of the Issuer to refund property taxes previously paid under protest may have a material impact on the Issuer's financial situation. See "***APPENDIX A*** – FINANCIAL INFORMATION – Property Valuations and Property Tax Levies and Collections."

Kansas Public Employees Retirement System

As described in "***APPENDIX A*** – FINANCIAL INFORMATION – Pension and Employee Retirement Plans," the Issuer participates in the Kansas Public Employees Retirement System ("KPERS"), as an instrumentality of the State to provide retirement and related benefits to public employees in Kansas. KPERS administers three statewide defined benefit retirement plans for public employees which are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Issuer participates in the Police and Firemen's Retirement System ("KP&F") and the Public Employees Retirement System – Local Group (the "Plan"). Under existing law, employees make contributions and the Issuer makes all employer contributions to the Plan; neither the employees nor the Issuer are directly responsible for any unfunded accrued actuarial liability ("UAAL"). However, the Plan contribution rates may be adjusted by legislative action over time to address any UAAL. According to KPERS' Valuation Report, the Local Group had an UAAL of approximately $1.952 billion in calendar year 2022 and KP&F had an UAAL of approximately $1.337 billion.

Cybersecurity Risks

Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches could create disruptions or shutdowns of the Issuer and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If a security breach occurs, the Issuer may incur significant costs to remediate possible injury to the affected persons, and the Issuer may be subject to sanctions and civil penalties. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations.

Natural Disasters, Terrorist or Cyber Attacks

The occurrence of a terrorist attack or cyber security breach in the City, or natural disasters, such as fires, tornadoes, winter storms, extreme cold, earthquakes, floods or droughts, could damage the City and its systems and infrastructure, and interrupt services or otherwise impair operations of the City.

Potential Impacts Resulting from Epidemics or Pandemics

The City's and City's finances may be materially adversely affected by unforeseen impacts of future epidemics and pandemics, such as the Coronavirus (COVID-19) pandemic. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the local, State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City or County, including but not limited to the payment and debt service on the Bonds.

BOND RATING

The Issuer has applied to S&P Global Ratings, a division of S&P Global Inc., for a rating on the Bonds. S&P Global Ratings, a division of the S&P Global Inc. has assigned an independent rating of "" to the Bonds. Such rating reflects only the view of such rating agency, and an explanation of the significance of such rating may be obtained therefrom. No such rating constitutes a recommendation to buy, sell, or hold any bonds, including the Bonds, or as to the market price or suitability thereof for a particular investor. The Issuer furnished such rating agency with certain information and materials relating to the Bonds that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions by the rating agencies. There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse effect on the market price of the Bonds.

ABSENCE OF LITIGATION

The Issuer, in the ordinary course of business, is a party to various legal proceedings. In the opinion of management of the Issuer, any judgment rendered against the Issuer in such proceedings would not materially adversely affect the financial position of the Issuer.

The Issuer certifies that there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the Issuer or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of said Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the levy and collection of a tax to pay the principal and interest thereof.

LEGAL MATTERS

Approval of Bonds

All matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel"), bond counsel to the Issuer. The factual and financial information appearing herein has been supplied or reviewed by certain officials of the Issuer and its certified public accountants, as referred to herein. Bond Counsel has participated in the preparation of the Official Statement but expresses no opinion as to the accuracy or sufficiency thereof, except for the matters appearing in the sections of this Official Statement captioned "THE BONDS," "LEGAL MATTERS," "TAX MATTERS" and "***APPENDIX C*** – SUMMARY OF FINANCING DOCUMENTS." Payment of the legal fee of Bond Counsel is contingent upon the delivery of the Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Kansas income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of holders subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Kansas, does not discuss the consequences to an owner under state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal Tax Exemption. The interest on the Bonds is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds are "qualified tax-exempt obligations" within the meaning of Code §265(b)(3).

Kansas Tax Exemption. The interest on the Bonds is exempt from income taxation by the State of Kansas.

Bond Counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds.

Other Tax Consequences

[***Original Issue Premium.*** For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Code § 171, premium on tax-exempt obligations amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of premium]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent the Bonds are held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on Bonds, and to the proceeds paid on the sale of Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MUNICIPAL ADVISOR

Raymond James & Associates, Inc., Leawood, Kansas has acted as a Municipal Advisor to the Issuer in connection with the sale of the Bonds. The Municipal Advisor is a "municipal advisor" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The Municipal Advisor has assisted the Issuer in the preparation of this Official Statement and in other matters relating to the issuance of the Bonds. The fees of the Municipal Advisor are contingent upon the issuance of the Bonds. The Municipal Advisor will not be a manager or a member of any underwriting group submitting a proposal for the purchase of the Bonds pursuant to Municipal Securities Rulemaking Board Rule G-23.

UNDERWRITING

The Bonds have been sold by the Issuer to _____________________ (the "Underwriter") on the basis of lowest true interest cost. The City conducted a competitive sale on November 14, 2023 and received __ bids. The Underwriter has agreed, subject to certain conditions, to purchase the Bonds at a price equal to the principal amount of the Bonds, plus accrued interest from the Dated Date to the Issue Date, plus a premium of $___________, less an underwriting discount of $_________.

The Bonds will be offered to the public initially at the prices determined to produce the yields set forth on the inside cover page of this Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices other than the price stated on the inside cover page hereof and may change the initial offering price from time to time subsequent to the date hereof. In connection with the offering, the Underwriter may overallot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

AUTHORIZATION OF OFFICIAL STATEMENT

The preparation of this Official Statement and its distribution has been authorized by the governing body of the Issuer and "deemed final" in accordance with the Securities and Exchange Commission Rule 15c2-12 as of the date shown on the cover page hereof. This Official Statement is submitted in connection with the issuance of the Bonds and may not be reproduced or used as a whole or in part for any other purpose. This Official Statement does not constitute a contract between the Issuer or the Underwriter and any one or more of the purchasers, Owners or Beneficial Owners of the Bonds.

CITY OF EMPORIA, KANSAS

By: ______________________________________

Mayor

APPENDIX A

INFORMATION CONCERNING THE ISSUER

APPENDIX A

INFORMATION CONCERNING THE ISSUER

GENERAL

Size and Location

The City of Emporia, Kansas (the "City") is the county seat of Lyon County, Kansas (the "County"). The City is located approximately 110 miles southwest of Kansas City, Missouri, 50 miles south of Topeka, Kansas and 85 miles northeast of Wichita, Kansas. The City encompasses approximately 11.61 square miles and has a current estimated population of 24,343 persons. The City is located on the eastern edge of the Flint Hills region at the intersection of the Kansas Turnpike and Interstate Highway 35.

Government and Organization of the Issuer

The City was established in 1857 and is a city of the first class. The City operates under the Commission-Manager form of government. The five Commission members are elected at large and serve two or four year terms. The Mayor presides over Commission meetings and appoints certain City officials, subject to Commission approval. The City Manager is appointed by the Commission and is charged with the efficient and effective administration of the City.

Municipal Services and Utilities

Retail electric power is provided in the City by Evergy and natural gas service is provided by Kansas Gas Service. Treated water is distributed from the City-owned facilities. The City's water treatment plant currently produces 11.19 million gallons of water daily with a capacity of 20 million gallons daily. Sewage treatment is provided by City-owned facilities. The wastewater treatment plant currently treats 4.6 million gallons per day with a capacity of 8 million gallons daily. Refuse services are provided by the City.

Transportation and Communication Facilities

The City is intersected by Interstate Highway #35, U.S. Highway #50 and Kansas Highways #57 and #99, in addition to the Kansas Turnpike. Emporia's motor freight service is provided by several freight companies with direct and connecting schedules to all major cities in the United States.

The Burlington Northern Santa Fe Railroad provides rail service with daily package-care service in and out of Emporia, with lines radiating in three directions. The existing terminals have adequate capacity to handle present and future needs. The City's location is also beneficial to bus service with transportation available at regular intervals in all directions.

Emporia Municipal Airport is located within seven miles of the City and provides service for small and private aircraft and has a 5,000-foot paved and lighted runway. Dwight D. Eisenhower National Airport in Wichita, Kansas and Kansas City International Airport in Kansas City, Missouri provide commercial air service through the major airline companies.

Educational Institutions and Facilities

The City is home to a complete educational system from primary level to higher education institutions. Unified School District No. 253 provides public education through its six elementary schools, two intermediate schools, one middle school and one senior high school. Total enrollment for the Unified School District No. 253 is approximately 4,593. The City also has three private elementary schools.

Emporia State University, a state-supported university, offers 72 undergraduate and 37 graduate fields of study and awards 17 different degrees. The University was founded in 1863 as the state's first school for training teachers and is governed by the Board of Regents of Kansas Universities. The campus has 18 buildings and encompasses nearly 200 acres. In September, 2022, Emporia State University announced plans to reduce its workforce by seven percent, including tenured faculty members.

The Flint Hills Technical College located in the City provides technical skilled training needed by local industry. The Technical College has received top ratings as one of the finest in the country by educational agencies.

Medical and Health Facilities

Newman Regional Health, which is owned by Lyon County, is a 25-bed critical access hospital serving both the City and the surrounding area. Newman Regional Health has more than 70 specialty and primary care physicians and advanced practice providers that work in the hospital and outpatient clinic. Approximately 600 clinical, professional and support services employees and 225 volunteers support the medical staff at Newman Regional Health. In addition, there are two medical clinics that operate in the City and approximately 34 doctors and 20 dentists practice in the City. There are also six nursing homes or assisted living facilities located within the City.

Recreational and Cultural Facilities

The City has 20 parks comprising approximately 357 acres, an 18-hole municipal golf course, swimming pools, community center, municipal library, municipal gymnasium and fitness center and tennis courts. Emporia State University provides additional cultural and recreational opportunities for the students and community members. The Emporia Arts Council provides quality cultural opportunities through performances in music and theater as well as fine art exhibitions. The Lyon County Historical Museum has preserved the history of the County. The Emporia Zoo's natural appearing exhibits contain nearly 400 specimens of birds, mammals, and reptiles.

ECONOMIC INFORMATION

The City's location at the junction of Interstate Highway 35 and the Kansas Turnpike has attracted numerous national and regional companies to open manufacturing or distribution centers in the City. The City is home to over 15 manufacturing and processing companies producing a wide variety of goods including bakery products, graphic arts equipment, automobile parts, pet food, processed beef, and steel products. These companies include Tyson Fresh Meats Inc., Bunge Corporation, Hostess Brands, Norfolk Iron & Metal, Simmons Pet Food, Hills Pet Nutrition, Michelin and Hopkins Manufacturing, among others. In order to attract additional industrial growth the City has approximately 218 acres of available industrial sites located in two industrial parks.

Over the last decade, the City has developed numerous programs to promote economic development activity. Incentives for potential economic development projects include industrial revenue bonds, loans from an Economic Development Trust Fund, property tax exemption, retailers' sales tax exemptions, state provided Community Development Block Grants, and grants from the City's Job Creation Incentive Program.

Major Employers

Listed below are the major employers located in the City and the number employed by each:

Major Employers	Product/Service	Number of Full- & Part-time Employees
Simmons Pet Food	Pet Food	1,000
Unified School District No. 253	Education	991
Tyson Fresh Meats, Inc.	Meat Packing	934
Emporia State University	Higher Education	724*
Hostess Brands, LLC	Cake Products	570
Newman Regional Health Hospital	Healthcare	440
Lyon County	County Government	271
City of Emporia	City Government	243
Hopkins Manufacturing Corporation	Automotive Products	232
Wal-Mart Super Center	Retail	213
Michelin	Rubber Products	201
Evco Wholesale Food Corporation	Wholesale Food Distributor	149
Norfolk Iron & Metal Company	Steel Distribution Center	130
Hill's Pet Nutrition	Pet Food	120
Flint Hills Technical College	Technical College	113
Vektek, Inc.	Manufacturer of Hydraulic Clamping Equipment	91
Holman Distribution	Warehousing, Shipping, Transportation	77
Better Life Technologies	Manufacturer of Plastic Home Products	75

Source: Emporia Chamber of Commerce

** In September, 2022, Emporia State University announced plans to reduce its workforce by seven percent, including tenured faculty members.*

Labor Force and Employment

The following table sets forth the labor force and employment figures for Lyon County and the State of Kansas:

LYON COUNTY

Year	Total Labor Force	Employed	Unemployed	Unemployed Rate
2013	16,466	15,283	1,183	7.2%
2014	16,539	15,698	841	5.1%
2015	16,682	15,966	716	4.3%
2016	16,897	16,206	691	4.1%
2017	16,864	16,228	636	3.8%
2018	16,722	16,131	591	3.5%
2019	16,878	16,286	592	3.5%
2020	16,709	15,934	775	4.6%
2021	16,958	16,462	496	2.9%
2022	17,028	16,598	430	2.5%

STATE OF KANSAS

Year	Total Labor Force	Employed	Unemployed	Unemployed Rate
2013	1,489,395	1,410,470	78,925	5.3%
2014	1,494,203	1,426,892	67,311	4.5%
2015	1,493,782	1,431,533	62,249	4.2%
2016	1,491,961	1,431,920	60,041	4.0%
2017	1,488,346	1,434,516	53,830	3.6%
2018	1,493,360	1,443,204	50,156	3.4%
2019	1,504,552	1,455,263	49,289	3.3%
2020	1,503,002	1,415,445	87,557	5.8%
2021	1,500,677	1,451,204	49,473	3.3%
2022	1,504,932	1,464,834	40,098	2.7%

***Source*:** Labor Market Information Services, Kansas Dept. of Labor in cooperation with BLS, U.S.Dept. of Labor

Sales Tax Collections

In 1984, voters in the City approved a continual one-half cent citywide local option sales tax. In 1994, voters in the City approved an additional one-half cent citywide local option sales tax for a period of ten years, which was most recently renewed and extended to 2039 by voters at an election held in 2020. The total sales tax for goods and services in the City is now 8.5%, which consists of 6.5% imposed by the State of Kansas, 1.0% imposed by Lyon County and a 1% citywide local option sales tax.

Sales tax collections are the responsibility of the Kansas Department of Revenue. The Department of Revenue distributes the local option countywide and citywide sales taxes on a monthly basis. Countywide sales taxes are distributed between the levying county and the cities within the county based on population and relative tax levies. Citywide local option sales taxes are distributed solely to the City.

The City uses sales tax receipts from the 1984 one-half cent local option citywide sales tax to fund infrastructure improvements. Receipts from the additional one-half cent local option citywide sales are used to provide property tax relief and for economic development. During 2000, the City conducted an election during which the voters approved the use of a portion of the sales tax for purposes of constructing an aquatic center.

The voters in Lyon County approved a 1% countywide sales tax at an election held in August, 2008. This sales tax is shared with cities in Lyon County. The County began collecting the sales tax during 2009. The City expects to receive approximately 48% of the countywide general sales tax collections.

The following table lists the total local option sales tax receipts of the City of Emporia in the years indicated:

CITY SALES TAX COLLECTIONS

Year	½ Cent City Sales Tax Receipts	Additional ½ Cent City Sales Tax Receipts	Total City Sales Tax
2013	$2,118,638	$2,118,638	$4,237,276
2014	2,222,751	2,222,751	4,445,502
2015	2,313,452	2,313,452	4,626,904
2016	2,305,720	2,305,720	4,611,441
2017	2,324,761	2,324,761	4,649,522
2018	2,421,680	2,421,680	4,843,361
2019	2,480,468	2,480,468	4,960,937
2020	2,495,797	2,495,797	4,991,594
2021	2,719,833	2,719,833	5,439,666
2022	3,042,597	3,042,597	6,085,194

Source: City Clerk

CITY PORTION OF COUNTYWIDE SALES TAX

Year	City Portion of Countywide Sales Tax Receipts
2013	$2,428,145
2014	2,211,474
2015	2,309,182
2016	2,278,050
2017	2,271,487
2018	2,385,756
2019	2,463,818
2020	2,535,236
2021	2,822,749
2022	3,112,240

Source: City Clerk

The following table lists the sales tax collections for the State of Kansas portion of the total sales tax in Lyon County during the years as indicated:

LYON COUNTY - STATE SALES TAX COLLECTIONS

Year	Sales Tax Collections	Per Capita Sales Tax
2012	$24,623,901	$741.86
2013	24,951,018	731.68
2014	26,863,499	755.25
2015	27,635,474	802.48
2016	28,334,894	851.01
2017	27,987,774	836.04
2018	32,847,299	853.97
2019	34,276,798	998.26
2020	34,214,512	1,043.77
2021	38,276,799	1,140.85

Source: Kansas Statistical Abstract

Financial and Banking Institutions

There are currently 9 banks with 13 banking locations in Lyon County. For the years listed, deposits of the banks located in Lyon County are as follows:

Year	Total Bank Deposits
2013	$523,785,000
2014	515,071,000
2015	512,603,000
2016	520,018,000
2017	538,880,000
2018	564,434,000
2019	569,603,000
2020	639,188,000
2021	725,471,000
2022	763,257,000

Source: FDIC

Building Permits

The following table indicates the total valuation of building permits issued within the City in the years indicated. These numbers reflect permits issued either for new construction or for major renovation.

Year	New Single Family Dwellings	Total Value New Single Family Dwellings	Total Permits	Total Construction Value
2013	9	$1,355,622	413	$11,538,204
2014	12	1,850,898	405	20,258,914
2015	14	1,792,992	431	18,769,295
2016	20	3,264,781	431	19,080.680
2017	32	7,561,767	429	39,861,843
2018	23	4,341,300	705	37,007,253
2019	12	1,447,993	731	23,364,363
2020	17	3,192,895	531	21,094,280
2021	16	3,481,781	755	62,810,742
2022	10	2,250,530	1434	70,132,430
2023*	6	1,404,968	452	32,434,310

**As of July 31, 2023.*

Source: City Clerk

Population

The following table shows the approximate population of the City and Lyon County in the years indicated:

Year	City of Emporia Population	Lyon County Population
1960	18,190	26,928
1970	23,116	32,071
1980	25,287	35,108
1990	25,512	34,732
2000	26,760	33,920
2010	24,916	33,371
2020	24,598	33,195
2022	24,343	32,880

The median age of persons in Lyon County and the State of Kansas is 32.5 and 36.0, respectively, per the 2010 Census.

***Source*:** U.S. Bureau of the Census; Kansas Statistical Abstract

Personal Income

The Lyon County personal and per capita personal income and State of Kansas per capita personal income are listed for the years indicated in the following table:

Year	Lyon County Total Personal Income	Lyon County Per Capita Personal Income	State of Kansas Per Capita Personal Income
2010	$947,340,000	$28,149	$38,545
2011	995,811,000	29,493	40,883
2012	985,650,000	29,397	43,725
2013	1,042,013,000	31,139	44,311
2014	1,102,558,000	33,276	44,891
2015	1,136,285,000	34,309	47,161
2016	1,184,109,000	35,452	47,228
2017	1,214,277,000	36,364	48,559
2018	1,279,340,000	38,297	51,471
2019	1,290,411,000	38,840	52,820
2020	1,422,089,000	43,035	55,677

Source: Kansas Statistical Abstract

FINANCIAL INFORMATION OF THE ISSUER

Accounting, Budgeting and Auditing Procedures

The City has established a uniform system of accounting maintained in accordance with the laws of the State of Kansas and generally accepted accounting principles. The accounts are maintained on the modified accrual basis for all budgetary funds and on the accrual basis for all other funds.

An annual budget of estimated receipts and disbursements for the coming calendar year is required by statute to be prepared for all funds (unless specifically exempted). The budget is prepared utilizing the modified accrual basis which is further modified by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes. The proposed budget is presented to the governing body of the City prior to August 1, with a public hearing required to be held prior to August 15, with the final budget to be adopted by a majority vote of the governing body of the City prior to August 25 of each year (or September 20 if the City must conduct a public hearing to levy taxes in excess of its revenue neutral rate described below). Budgets may be amended upon action of the governing body after notice and public hearing, provided that no additional tax revenues may be raised after the original budget is adopted.

The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser. In 2021, the Kansas Legislature passed legislation (the "Revenue Neutral Tax Act") that repeals the "tax lid" (formerly K.S.A. 79-2925c) and provides that, beginning January 1, 2021, a taxing subdivision (which includes any political subdivision of the State that levies an ad valorem property tax, including the City) is not authorized to levy a property tax rate in excess of its revenue neutral rate without first providing notice, holding a public hearing, and authorizing such property tax rate by majority vote of its governing body. The revenue neutral rate means the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation.

The Revenue Neutral Tax Act provides that by June 15 of every year, each county clerk shall calculate the revenue neutral rate for each taxing subdivision in their respective county. If a taxing subdivision desires to levy a tax rate in excess of its revenue neutral rate, it must first publish notice of a public hearing and notify, by July 20, the county clerk of the taxing subdivision's intent to exceed the revenue neutral rate. The county clerk is required to provide notice of the public hearing to each taxpayer with property in the taxing subdivision, along with following information concerning the taxing subdivision: (1) the revenue neutral rate, (2) the proposed property tax revenue needed to fund the proposed budget, (3) the proposed tax rate based on the proposed budget, (4) the tax rate and property tax of each taxing subdivision on the taxpayer's property from the previous year's tax statement, (5) the appraised value and assessed value of the taxpayer's property, (6) estimates of the tax for the current tax year on the taxpayer's property based on the revenue neutral rate of each taxing subdivision and any proposed tax rates that exceed the revenue neutral rates, (7) the difference between the estimates of tax based on the proposed tax rate and the revenue neutral rate. The public hearing regarding exceeding the revenue neutral rate is to be held between August 20 and September 20, and can be held in conjunction with the taxing subdivision's budget hearing. If multiple taxing subdivisions within the county are required to hold a public hearing, the county clerk's notices to the taxpayer can be combined into a single notice. After the public hearing, the taxing subdivision can approve exceeding the revenue neutral rate by governing body approval of a resolution or ordinance, and thereafter the taxing subdivisions will hold the public hearing and adopt the budget by majority vote of its governing body. The amount of tax to be levied and the adopted budget must be certified to the county clerk by October 1. The taxing subdivision's adopted budget shall not result in a tax rate in excess of its proposed rate stated in the notice provided to the taxpayers. If a taxing subdivision fails to comply with the requirements of the Revenue Neutral Tax Act, it shall refund to the taxpayers any property taxes over-collected based on the amount of the levy that was in excess of the revenue neutral rate.

The City cannot predict the impact of the Revenue Neutral Tax Act on the ratings on the Bonds, or the general rating of the City. A change in the rating on the Bonds or a change in the general rating of the City may adversely impact the market price of the Bonds in the secondary market.

Kansas law prohibits governmental units from creating indebtedness unless there are funds on hand in the proper accounts and unencumbered by previous action with which to pay such indebtedness. An exception to this cash-basis operation is made where provision has been made for payment of obligations by bonds or other specific debt obligations authorized by law.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. In recent years, the annual audit has been performed by Hood and Associates, CPAs, PC, Certified Public Accountants, Overland Park, Kansas. Copies of the audit reports for the past five (5) years are on file in the Clerk's office and are available for review. The audit for the Fiscal Year ended December 31, 2022 is attached hereto as ***Appendix B***. The financial information contained in the Appendices to this Official Statement are an integral part of this document and are intended to be read in conjunction herewith.

Property Valuations

The determination of assessed valuation and the collection of property taxes for all political subdivisions in the state of Kansas is the responsibility of the various counties under the direction of state statutes. The County Appraiser's office determines the assessed valuation that is to be used as a basis for the mill levy on property located in the City.

Property subject to ad valorem taxation is divided into two classes, real property and personal property. Real property is divided into seven subclasses; there are six subclasses of personal property. The real property (Class 1) subclasses are: (i) real property used for residential purposes including multi-family mobile or manufactured homes and the real property on which such homes are located, assessed at 11.5%, (ii) agricultural land, valued on the basis of agricultural income or productivity, assessed at 30%, (iii) vacant lots, assessed at 12%, (iv) real property, owned and operated by a not-for-profit organization not subject to federal income taxation, pursuant to Section 501 of the Internal Revenue Code, assessed at 12%, (v) public utility real property, except railroad real property, assessed at the average rate that all other commercial and industrial property is assessed, assessed at 33%, (vi) real property used for commercial and industrial purposes and buildings and other improvements located on land devoted to agricultural use, assessed at 25%, and (vii) all other urban and real property not otherwise specifically classified, assessed at 30%. Tangible personal property (Class 2) subclasses are: (i) mobile homes used for residential purposes, assessed at 11.5%, (ii) mineral leasehold interests, except oil leasehold interests, the average daily production from which is 5 barrels or less, and natural gas leasehold interests, the average daily production from which is 100 mcf or less, which shall be assessed at 25%, assessed at 30%, (iii) public utility tangible personal property, including inventories thereof, except railroad personal property, including inventories thereof, which shall be assessed at the average rate all other commercial and industrial property is assessed, assessed at 33%, (iv) all categories of motor vehicles not defined and specifically valued and taxed pursuant to law enacted prior to January 1, 1985, assessed at 20%, (v) commercial and industrial machinery and equipment which if its economic life is 7 years or more, shall be valued at its retail cost, when new, less seven-year straight-line depreciation, or which, if its economic life is less than 7 years, shall be valued at its retail cost when new, less straight-line depreciation over its economic life, except that, the value so obtained for such property, notwithstanding its economic life and as long as such property is being used, shall not be less than 20% of the retail cost when new of such property, assessed at 25%, and (vi) all other tangible personal property not otherwise specifically classified, assessed at 30%. All property used exclusively for state, county, municipal, literary, educational, scientific, religious, benevolent and charitable purposes, farm machinery and equipment, merchants' and manufacturers' inventories, other than public utility inventories included in subclass (3) of class 2, livestock, and all household goods and personal effects not used for the production of income, shall be exempted from property taxation.

The 2006 Legislature exempted from all property or ad valorem property taxes levied under the laws of the State all commercial, industrial, telecommunications and railroad machinery and equipment acquired by qualified purchase or lease after June 30, 2006 or transported into the State after June 30, 2006 for the purpose of expanding an existing business or creation of a new business.

The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the Issuer's property tax collections. If a taxpayer valuation challenge is successful, the liability of the Issuer to refund property taxes previously paid under protest may have a material impact on the Issuer's financial situation.

Assessed Valuation

The following table shows the assessed value of the taxable tangible property of the City by category in the years as indicated:

Year	Real Property	Personal Property	Utilities	Motor Vehicles	Total Assessed Valuation
2013	$128,277,268	$9,067,071	$8,830,349	$18,187,200	$164,361,888
2014	130,087,582	7,214,943	8,740,758	18,540,985	164,584,268
2015	131,695,586	6,241,703	9,431,119	19,562,617	166,931,025
2016	131,455,041	5,769,153	9,831,192	20,379,614	167,435,000
2017	138,600,594	5,535,440	10,316,325	20,630,111	175,082,470
2018	144,232,409	5,267,883	11,351,626	20,972,334	181,824,252
2019	153,856,995	4,843,288	12,160,955	21,636,964	192,498,202
2020	158,688,533	3,940,329	12,912,607	21,939,568	197,481,037
2021	168,566,680	3,770,470	14,014,075	22,838,681	209,189,906
2022	183,076,993	3,697,834	13,822,054	21,836,515	222,433,396
2023*	207,591,184	3,696,233	14,393,526	21,836,515	247,517,458

** Preliminary 2023 assessed valuation figures used for budgeting purposes. 2023 motor vehicle valuation not yet available; 2022 data used for estimation purposes only.*

***Source*:** County Clerk

Estimated Actual Valuation

Based on an average assessment percentage of 19%, the following table provides estimated actual valuation figures for the taxable tangible property, including motor vehicles, for the City in the years indicated.

Year	Estimated Actual Valuation
2013	$865,062,568
2014	866,232,989
2015	878,584,342
2016	881,236,842
2017	921,486,684
2018	956,969,747
2019	1,013,148,432
2020	1,039,373,879
2021	1,100,999,505
2022	1,170,702,084
2023*	1,302,723,463

** Preliminary*

Property Tax Levies and Collections

Tax Collections

Tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before May 10 of the following year. Taxes that are unpaid on the due dates are considered delinquent and accrue interest at the rate of 12% per annum until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale on or before August 1 of each year and is sold by the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold and not redeemed within two years after the tax sale are subject to foreclosure sale, except homestead properties which are subject to foreclosure sale after three years.

Personal taxes are due and may be paid in the same manner as real estate taxes, with the same interest applying to delinquencies. If personal taxes are not paid when due, and after written notice, warrants are issued and placed in the hands of the Sheriff for collection. If not paid on or before October 1, legal judgment is entered and the delinquent tax becomes a lien on the property. Unless renewed, a non-enforced lien expires five years after it is entered.

Motor vehicle taxes are collected periodically throughout the year concurrently with the renewal of motor vehicle tags based upon the value of such vehicles. Such tax receipts are distributed to all taxing subdivisions, including the State of Kansas, in proportion to the number of mills levied within each taxpayer's tax levy unit.

Special Assessments and Collections

The City has pursued a policy of utilizing special benefit districts to assign the cost of certain internal improvement projects to the property which was directly benefited from the construction thereof. Kansas statutes allow for the creation of special benefit districts to pay for the cost of a variety of improvements including street construction, storm water drains, sanitary sewer system improvements, street lighting, water system improvements, recreational facilities, flood control projects, bridges and parking facilities. The City has typically utilized special benefit districts to pay for the costs associated with constructing streets, sidewalks, water lines, sewers, curbs, gutters and lighting in new residential developments within the City.

The creation of special benefit districts, the determination of property benefited and the method of allocating the cost of the improvements is at the discretion of the City. Property owners have the ability to suggest improvement to be made through a petition process and to comment on the final amount of their assessment. The City may or may not be included as part of the special benefit district. All property owners have the option to pay their portion of the improvement cost with a one time payment during an assessment prepayment period or pay in annual installments with interest over a certain number of years.

Upon completion of the special benefit district improvement projects and a prepayment period, the City issues general obligation bonds to provide for permanent project financing. The payment of the principal of and interest on such bonds is paid from the special assessments levied annually on the benefited property owners. Special assessments are paid at the same time and in the same manner as ad valorem property taxes. If at any time the special assessments received from the property owners are insufficient to provide for the payment of the principal of and interest on the bonds, the City is obligated to provide for the balance of such payments through its ability to levy unlimited ad valorem property taxes.

Tax Levies

Property tax levies are determined by the County Clerk based upon the assessed valuations provided by the County Appraiser. The following table provides the mill levy per $1,000 of assessed valuation of the City for the years indicated:

Levy Year	General	Special Revenue	Bond and Interest	Total
2013/14	22.342	4.373	14.867	41.582
2014/15	19.412	4.570	17.624	41.606
2015/16	21.078	4.997	15.456	41.531
2016/17	25.060	5.047	12.840	42.947
2017/18	27.167	5.003	10.405	42.575
2018/19	27.508	5.034	10.312	42.854
2019/20	27.608	5.064	10.427	43.099
2020/21	27.858	5.002	10.002	42.862
2021/22	27.817	4.895	9.988	42.800
2022/23	29.210	5.073	10.143	44.426

***Source*:** County Clerk

Aggregate Tax Levies

The following table sets forth the aggregate tax levies of jurisdictions with boundaries overlapping the City:

Levy Year	Budget Year	State/County	City	School	Total
2013	2014	56.013	41.582	61.386	159.005
2014	2015	54.513	41.606	61.386	157.505
2015	2016	58.676	41.531	61.415	161.622
2016	2017	60.896	42.947	63.059	166.902
2017	2018	60.826	42.575	63.349	166.450
2018	2019	60.088	42.854	63.184	166.126
2019	2020	59.303	43.099	63.333	165.535
2020	2021	56.923	42.862	63.187	162.972
2021	2022	54.781	42.800	62.931	160.512
2022	2023	54.476	44.426	64.400	163.301

***Source*:** County Clerk

Tax Collection Record

The following table sets forth the property tax collection information for the City for the years indicated:

Year	Total Tax Levy	Current Tax Collections	% Current Tax Collected	Prior Years Tax Collected	Total Tax Collections	Ratio of Collections versus Levy
2013/14	$6,331,109	$6,129,627	96.82%	$46,749	$6,176,376	97.56%
2014/15	6,392,535	6,149,466	96.19%	93,034	6,242,500	97.65%
2015/16	6,384,574	6,174,797	96.71%	13,920	6,188,767	96.93%
2016/17	6,547,585	6,339,949	96.83%	12,231	6,352,162	97.01%
2017/18	6,782,067	6,608,840	97.45%	92,888	6,701,728	98.82%
2018/19	7,089,369	6,936,700	97.85%	27,598	6,964,298	98.24%
2019/20	7,502,534	7,248,617	97.38%	34,055	7,282,672	97.81%
2020/21	7,653.671	7,366,096	98.77%	96,153	7,462,249	97.50%
2021/22	8,085,317	8,018,802	99.18%	146,094	8,164,896	100.98%
2022/23	9,452,048	8,935,610	94.54%	8,652	8,944,262	94.63%

***Source*:** County Clerk

Major Taxpayers

The following table sets forth the largest taxpayers in the City for 2022:

Business	Assessed Valuation	Total Tax Paid
Evergy Kansas Central, Inc.	$9,093,254	$1,484,937.48
Hill’s Pet Nutrition, Inc.	6,347,942	1,036,625.28
Simmons Pet Food KS, Inc.	5,064,697	859.213.24
Kansas Gas Service	2,413,075	394,057.56
Iowa Beef Processors, Inc.	1,746,868	285,265.30
Wal-Mart Real Estate Business Trust	1,746,469	285,200.14
BNSF Railroad	1,415,819	231,204.66
Emporia Land Development LLC	1,293,111	211,166.38
Camoplast Rockland, LTD.	1,144,213	186,851.14
JAE Properties Kansas, LLC	1,071,486	174,974.74

***Source*:** County Clerk

Pension and Employee Retirement Plans

The Issuer participates in the Kansas Public Employees Retirement System ("KPERS") established in 1962, as an instrumentality of the State, pursuant to K.S.A. 74-4901 *et seq.*, to provide retirement and related benefits to public employees in Kansas. KPERS is governed by a board of trustees consisting of nine members each of whom serve four-year terms. The board of trustees appoints an executive director to serve as the managing officer of KPERS and manage a staff to carry out daily operations of the system.

As of December 31, 2022, KPERS serves approximately 340,000 members and approximately 1,500 participating employers, including the State, school districts, counties, cities, public libraries, hospitals and other governmental units. KPERS administers the following three statewide, defined benefit retirement plans for public employees:

(a) Kansas Public Employees Retirement System;
(b) Kansas Police and Firemen's Retirement System; and
(c) Kansas Retirement System for Judges.

These three plans are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Kansas Public Employees Retirement System is the largest of the three plans, accounting for approximately 95% of the members. The Kansas Public Employees Retirement System is further divided into two separate groups, as follows:

(a) *State/School Group* - includes members employed by the State, school districts, community colleges, vocational-technical schools and educational cooperatives. The State of Kansas makes all employer contributions for this group, the majority of which comes from the State General Fund.

(b) *Local Group* - all participating cities, counties, library boards, water districts and political subdivisions are included in this group. Local employers contribute at a different rate than the State/School Group rate.

KPERS is currently a qualified, governmental, § 401(a) defined benefit pension plan, and has received IRS determination letters attesting to the plan's qualified status dated October 14, 1999 and March 5, 2001. KPERS is also a "contributory" defined benefit plan, meaning that employees make contributions to the plan. This contrasts it from noncontributory pension plans, which are funded solely by employer contributions. The Issuer's employees currently annually contribute 6% of their gross salary to the plan if such employees are KPERS Tier 1 members (covered employment prior to July 1, 2009), KPERS Tier 2 members (covered employment on or after July 1, 2009), or KPERS Tier 3 members (covered employment on or after January 1, 2015).

In 2021, the Legislature authorized the issuance of revenue bonds to provide net proceeds of up to $500 million (the "Revenue Bonds") the proceeds of which must be applied to the unfunded actuarial pension liability as directed by KPERS. The Revenue Bonds in the principal amount of $504,535,000 were issued August 26, 2021. The repayment of the Revenue Bonds shall be subject to legislative annual appropriation, shall not be an obligation of the KPERS system, and the full faith and credit or taxing power of the State shall not be pledged to the repayment of the Revenue Bonds. Due to the authorization of the Revenue Bonds, the Legislature changed the State/School employer contribution rate from 14.09% to 13.33% for fiscal year 2022 and from 13.86% to 13.11% for fiscal year 2023. In 2022, the Legislature authorized additional contributions totaling $1.125 billion in four payments to be deposited into the KPERS trust fund for the School Group. Typically when such additional contributions are made by the State, the statutory employer contribution rates for the following two fiscal years are recertified by the Legislation; however the recertification has not yet occurred. For more information about the Legislature's actions related to KPERS, please see the 2021 Valuation Report referenced below.

The Issuer's contribution varies from year to year based upon the annual actuarial valuation and appraisal made by KPERS, subject to legislative caps on percentage increases. The Issuer's contribution is 8.43% of the employee's gross salary for calendar year 2023, and is projected to change to 9.26% of the employee's gross salary for calendar year 2024. In addition, the Issuer contributes 1% of the employee's gross salary for Death and Disability Insurance for covered employees.

According to the Valuation Report as of December 31, 2022 (the "2022 Valuation Report") the KPERS Local Group, of which the Issuer is a member, carried an unfunded accrued actuarial liability ("UAAL") of approximately $1.952 billion at the end of 2022. The amount of the UAAL in 2022 changed from the previous year's amount due to the factors discussed in the 2022 Valuation Report; such report also includes additional information relating to the funded status of the KPERS Local Group, including recent trends in the funded status of the KPERS Local Group. A copy of the 2022 Valuation Report is available on the KPERS website at kpers.org/about/reports. The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the 2022 Valuation Report, which is the most recent financial and actuarial information available on the KPERS website relating to the funded status of the KPERS Local Group. The 2022 Valuation Report sets the employer contribution rate for the period beginning

January 1, 2025, for the KPERS Local Group, and KPERS' actuaries identified that an employer contribution rate of 9.60% of covered payroll would be necessary, in addition to statutory contributions by covered employees, to eliminate the UAAL by the end of the actuarial period set forth in the 2022 Valuation Report. The statutory contribution rate of employers currently equals the 2022 Valuation Report's actuarial rate. As a result, members of the Local Group are adequately funding their projected actuarial liabilities and the UAAL can be expected to diminish over time. The required employer contribution rate may increase up to the maximum statutorily allowed rate, which is 1.2% in fiscal year 2017 and thereafter.

DEBT STRUCTURE

The following table summarizes certain key statistics with respect to the City's general obligation debt:

	Gross Debt	**Net of Self-Supporting Debt**
Assessed Valuation[(2)]	$247,517,458	$247,517,458
Appraised Valuation	$1,302,723,463	$1,302,723,463
Outstanding General Obligation Debt[(1)]	$27,590,000	$6,430,000
Net Overlapping Debt	$50,111,040	$50,111,040
Population	24,343	24,343
Direct Debt Per Capita	$1,133.39	$264.14
Direct and Overlapping Debt Per Capita	$3,191.93	$2,322.68
Direct Debt as a Percentage of Assessed Valuation	11.15%	2.60%
Direct and Overlapping Debt as a Percentage of Assessed Valuation	31.39%	22.84%
Direct Debt as a Percentage of Appraised Valuation	2.12%	0.49%
Direct and Overlapping Debt as a Percentage of Appraised Valuation	5.96%	4.34%

(1) *Outstanding General Obligation Bonds as of November 29, 2023. Gross Debt includes any self-supporting bonds which are payable from revenues of the Water System and, if not so paid, from ad valorem taxes or bonds which are payable from revenues of the Sewer System and, if not so paid, from ad valorem taxes. Net of Self-Supporting Debt excludes any self-supporting bonds which are primarily payable from revenues of the Water System or Sewer System and, if not so paid, from ad valorem taxes.*

(2) *Based on preliminary 2023 assessed valuation figures used for budgeting purposes. 2023 motor vehicle valuation not yet available; 2022 data used for estimation purposes only.*

Current Indebtedness of the City

The following tables set forth as of the date of issuance of the Bonds all of the outstanding obligations of the City, including the Bonds:

Tax and Assessment Supported Bonds

Series	**Original Amount**	**Final Maturity**	**Currently Outstanding**
2015	$4,330,000	9/1/2025	$455,000
2016	2,620,000	9/1/2029	135,000
2018	1,000,000	9/1/2028	260,000
2020	4,055,000	9/1/2035	2,410,000
2022	3,540,000	9/1/2037	3,170,000
Subtotal of Tax and Assessment Supported General Obligation Bonds =			$6,430,000

In addition to the above-referenced bonds, the City also has issued general obligation bonds to refund certain utility system revenue bonds and provide funding for certain utility system improvements. The City intends to provide for the payment of such general obligation bonds with the net revenues derived from the operation of its water system and sewer system. If, however, such net revenues are not sufficient to make the required payments, the City is obligated to provide for the payment through its ability to levy unlimited ad valorem taxes. The following is a list of the revenue-supported general obligation bonds of the City:

Utility System General Obligation Bonds

Series	Original Amount	Final Maturity	Currently Outstanding
2015 (Water)	$3,775,000	9/1/2030	$2,005,000
2016 (Water)	2,220,000	9/1/2026	750,000
2018 (Water, Sewer, Solid Waste)	6,190,000	9/1/2033	4,210,000
2020 (Water & Sewer)	2,885,000	9/1/2035	1,175,000
2022 (Water & Sewer)	3,365,000	9/1/2037	3,095,000
2023 (Water & Sewer) (1)	9,925,000	9/1/2043	9,925,000
Subtotal of Utility Revenue Supported General Obligation Bonds =			$21,160,000
Total Outstanding General Obligation Bonds =			$27,590,000

(1) *This Issue. Preliminary, subject to change.*

History of Indebtedness

The following table sets forth general obligation debt information pertaining to the Issuer as of the years set forth below:

Year	Population	Assessed Valuation	General Obligation Bonds (1)	Debt to Assessed	Debt Per Capita
2013	24,958	$164,361,888	$16,075,000	9.78%	$644.08
2014	24,799	164,584,268	12,875,000	7.82%	519.17
2015	24,560	166,618,009	11,685,000	7.01%	475.77
2016	24,649	167,435,000	9,190,000	5.49%	372.83
2017	24,649	175,082,470	6,720,000	3.84%	272.62
2018	24,816	181,824,252	6,105,000	3.35%	246.01
2019	24,598	192,498,202	4,475,000	2.32%	181.92
2020	24,343	197,481,037	7,650,000	3.80%	314.26
2021	24,343	209,189,906	6,240,000	2.90%	256.34
2022	23,343	222,433,396	8,325,000	3.74%	356.63

(1) *Excludes the general obligation debt that is payable primarily from the net revenues of the City's Sewer System and Water System.*

Lease Obligations

In addition to the foregoing debt obligations, the City has entered into the following lease obligations. Lease obligations of the City constitute valid and binding obligations of the City in accordance with their terms subject to funds budgeted and appropriated for that purpose during the City's current budget year or funds made available from any lawfully operated revenue producing source as per K.S.A. 10-1116b. The City has entered into the following leases, but does not expect to purchase the equipment at the end of the lease term. The capital leases outstanding as of December 31, 2022 are as follows:

Purpose of Indebtedness	Original Principal Amount	Amount Outstanding
Copier Equipment	$43,792	$36,168
Postage Meter	6,402	4,731
Folding Machine	8,368	4,470
	Total	$45,369

State Loans

In addition to the foregoing, the City has entered into the following State Loans for Water and Wastewater System improvement projects.

Purpose of Indebtedness	Dated Date	Final Payment Date	Original Principal Amount	Amount Outstanding [1]
Wastewater Plant Improvements	11/7/2017	9/1/2038	$32,285,000	$25,375,530
Water Infrastructure Improvements	9/3/2019	8/1/2041	4,000,000	3,555,686
Water Infrastructure Improvements	2/17/2023	8/1/2045	15,000,000	-0-
Total				$28,931,216

[1] Current principal advanced. Does not include any reduction due to potential loan forgiveness.

Debt Payment Record

The City has never in its history defaulted on the payment of any of its debt obligations.

Overlapping Indebtedness

The following table sets forth the overlapping general obligation indebtedness as of September 1, 2023 and the percent attributable (on the basis of assessed valuation) to the City:

Taxing Jurisdiction	Gross Outstanding General Obligation Indebtedness	Percent Applicable To Issuer	Gross Amount Applicable To Issuer	Net Amount Applicable To Issuer [1][2]
Lyon County	$-0-	54%	$-0-	$-0-
U.S.D. No. 253	$74,570,000	84%	62,638,800	50,111,040
		Total =	$62,638,800	$50,111,040

[1] Excludes the Lyon County, Kansas Public Building Commission bonds for a hospital project which are payable from payments made by the Newman Regional Health System.
[2] For bonds approved by voters prior to July 1, 2015, the State of Kansas will pay 69% of the debt service on bonds issued by Unified School District No. 253. For bonds approved by voters after July 1, 2015, but before July 1, 2022, the State of Kansas will pay 20% of debt service for Unified School District No. 253. For bonds approved by voters after July 1, 2022, the State of Kansas will pay 23% of debt service for Unified School District No. 253.

Future Indebtedness

The City anticipates that it may issue temporary notes or general obligation bonds to finance certain improvements, including certain housing projects. In addition, the City is considering Fire Station improvements which may be financed through the issuance of general obligation bonds. However, the City does not have any plans to issue additional indebtedness in the immediate future.

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APPENDIX B

FINANCIAL STATEMENTS AND REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS (FOR THE FISCAL YEAR ENDED DECEMBER 31, 2022)

APPENDIX C

SUMMARY OF FINANCING DOCUMENTS

Commission Action Report
2023 General Obligation Bond Resolution

Title:	Resolution No. 3712 prescribing the form and details of and authorizing and directing the sale and delivery of general obligation bonds, Series 2023 of the City of Emporia, Kansas.
Agenda Date:	November 15, 2023
Presented By:	Mark Detter, Assistant City Manager Janet Harrouff, Finance Director

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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 details of the Resolution were previously authorized by Ordinance No. 23-36.

Discussion:
The projects identified in the Series 2023 General Obligation Bond issue are:

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 south of Zoo Education Building -$1,000,000
Meters-$5,000,000

The Bond Sale will occur the morning of November 14^{4h} and the Commission will approve Bond Purchase Agreement at the meeting on the 15th based on best interest rate provided by Underwriter for the Bonds.

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 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 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.

Although the projects listed equal $10,165,000, any amount over the issuance of $9,925,000 will be paid for from water and sewer funds respectively. Depending on if the City receives a premium on the bonds, the Bond issue could be resized. FYI, the bond issue is being sized below $10,000,000 to keep the bond Bank Qualified allowing certain financial institutions to buy the bonds and receive tax-exempt interest earnings. The FA believes this could save the City 5-10 basis points. However, since the City started the process for the bond issuance, bond yields have risen, and the projected Net Interest cost that was just over 4% now be 20-30 basis points higher.

Commission Action Report
2023 General Obligation Bond Resolution

Recommended action:

Approve Resolution No. 3712 authorizing sale and delivery of general obligation bonds of the City of Emporia, Kansas and awarded the sale of the bonds to _________ at a true interest rate of ____ ____________.

Attachments:

Resolution No. 3712
POS
Information related to issuer

Gilmore & Bell, P.C.
10/09/2023

RESOLUTION NO. 3712

OF

THE CITY OF EMPORIA, KANSAS

ADOPTED

NOVEMBER 15, 2023

GENERAL OBLIGATION BONDS
SERIES 2023

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RESOLUTION NO. 3712

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF EMPORIA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF the CITY OF EMPORIA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 13-1024a, as amended by Charter Ordinance 41, and K.S.A. 65-162a *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Bonds, Series 2023, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Emporia, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Compliance Account" means the Compliance Account created pursuant to ***Section 501*** hereof.

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Bonds, Series 2023 created pursuant to ***Section 501*** hereof.

"Dated Date" means November 29, 2023.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 2023 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

“Governing Body” means the City Commission of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2023 created pursuant to ***Section 501*** hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2024.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

111 East 6th Avenue
Emporia, Kansas 66801

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $[________]][, less an underwriting discount of $[______]].

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Bonds, Series 2023 created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the Bonds scheduled to mature in the year [2043].]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"[2043] Term Bonds"** means the Bonds scheduled to mature in the year [2043].]

[**"Term Bonds"** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the [2043] Term Bonds.]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $9,925,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity **<u>September 1</u>**	**Principal** **<u>Amount</u>**	**Annual Rate** **<u>of Interest</u>**	**Stated Maturity** **<u>September 1</u>**	**Principal** **<u>Amount</u>**	**Annual Rate** **<u>of Interest</u>**
2024	$[465,000	_______%	2034	$420,000	_______%
2025	445,000	_______%	2035	435,000	_______%
2026	460,000	_______%	2036	450,000	_______%
2027	475,000	_______%	2037	465,000	_______%
2028	490,000	_______%	2038	480,000	_______%
2029	500,000	_______%	2039	495,000	_______%
2030	515,000	_______%	2040	515,000	_______%
2031	535,000	_______%	2041	535,000	_______%
2032	550,000	_______%	2042	555,000	_______%
2033	565,000	_______%	2043	575,000]	_______%

[TERM BONDS

Stated Maturity **<u>September 1</u>**	**Principal** **<u>Amount</u>**	**Annual Rate** **<u>of Interest</u>**
[2043]	$_______	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Issuer hereby authorizes and approves the Preliminary Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) *[____] Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

*Final Maturity

[(b) *[____] Term Bonds*. The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	[____]*

*Final Maturity]

[(c) *[2043] Term Bonds*.] The [2043] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [2043] Term Bonds:

Principal Amount	**Year**
$	
	[2043]*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical;

or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, the State Treasurer and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Bonds, Series 2023.

(b) Debt Service Account for General Obligation Bonds, Series 2023 (within the Bond and Interest Fund).

(c) Rebate Fund for General Obligation Bonds, Series 2023.

(d) Costs of Issuance Account for General Obligation Bonds, Series 2023.

(e) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

(d) In addition to proceeds of the Bonds, the Issuer will use available funds of the Issuer to pay a portion of the costs of the Improvements.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this ***Article V***.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the

Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk or the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax

Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Director of Finance. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, City Manager, Assistant City Manager, Director of Finance, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on November 15, 2023.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on November 15, 2023, as the same appears of record in my office.

DATED: November 15, 2023.

____
Clerk

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Commission Action Report
Financials and Permits

Title:	Financials and Permits
Agenda Date:	November 15, 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 October 2023 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2022	2023	
	$ 422,658.81	$ 577,241.03	**Increase of $154,582.22** for the month, and Overall increase of 7.15% from year 2022.
YTD	**$5,013,564.19**	**$5,371,922.70**	

City Share from County Tax

	2022	2023	
	$ 222,718.48	$ 297,427.19	**Increase of $74,708.71** for the month, and Overall increase of 10.24% from year 2022.
YTD	**$2,560,620.40**	**$2,822,895.85**	

Building Permits issued from 10/1/2023 to 10/31/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	64
Total of valuations associated with those building permits:	$1,257,999.00
Total number of dollars collected for Building Permit Fees:	$ 9,123.25
Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for October 2023	$ 17,482.09
YTD	**$188,069.92**

Pavilions CID for October 2023	$ 17,966.96
CID #2	**$ 17,966.96**
YTD	**$ 182,566.96**

DATE: November 9, 2023
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

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

<u>Revenue:</u>

Ad Valorem Tax: $41,233 higher than YTD budget

Sales Tax: $700,819 higher than YTD Budget
City Sales Tax: $427,922 higher
County Wide Tax: $272,895 higher

Franchise tax: $172,528 higher than YTD Budget
Electric - $61,988 higher
Gas - $79,449 higher
Cablevision - $37,586 higher

Charges for Services: $204,237 higher than YTD Budget
Golf Course - $199,373 higher

Use of Property and Money: $284,567 higher than YTD Budget
Interest $287,163 higher

Nonoperating Revenues: $2,135,523 higher than YTD budget due to moving ARPA funds to general fund for revenue losses.

<u>Expense</u>

Personnel Services: $578,559 higher than YTD budget due to salary study increases.

Commodities: $126,430 lower than YTD budget
Airport fuel purchases - $89,152 lower
Ambulance Supplies - $60,014 lower
Office Machines - $26,814 higher

Other Charges: $250,761 lower than YTD budget
- Shop Labor - $139,318 lower
- Testing & Recruitment - $51,368 higher
- Inter department Charges - $157,545 lower
- Pavilion Sales tax - $59,561 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: $97,216 lower than YTD budget
- Professional Services - $24,054 lower
- Street lighting - $62,467 lower
- Lease Agreements - $22,342 lower

Total revenues for the ten-month period ended October 31, 2023, were $3,818,644 over the YTD budget while expenses were $2,271,398 over the YTD Budget. Therefore, the General Fund experienced operating results of $1,547,247 more favorable than the YTD Budget.

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

<u>Revenue</u>
Sale of Water: $760,559 over YTD budget.

<u>Expense</u>

Maintenance & Repair: $1,259,299 over YTD budget
- Equipment - $258,191 higher
- Main to Meter - $175,741 higher
- Water Main - $668,453 higher
- Streets - $191,855 higher
- Pumping equipment - $31,010 lower

Commodities: $246,589 over YTD budget
- Chemicals - $233,715 higher

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

Total revenues for the ten-month period ended October 31, 2023, were $868,454 over the YTD budget while expenses were $1,281,148 higher than the YTD Budget. Therefore, the Water Fund experienced operating results of $412,694 less favorable than the YTD Budget.

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

Revenue:
Sewer Charges: $213,014 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: $257,601 higher than YTD Budget
Equipment - $141,460 higher
Sewer Mains - $111,291 higher
Buildings & Structures - $28,673 higher

Commodities: $232,979 higher than YTD Budget
Chemicals $192,318 higher

Total revenues for the ten-month period ended October 31, 2023, were $2,123,091 higher the YTD budget while expenses were $2,399,387 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of $276,297 less favorable than the YTD Budget.

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

Revenue
Collection fees: $30,422 higher than YTD budget

Interest on Investments: $118,093 higher than YTD budget

Rolloff: $29,744 higher than YTD budget

Landfill fees: $108,490 higher than YTD budget

Expenses

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

Total revenues for the ten-month period ended October 31, 2023, were $206,002 higher than YTD budget while expenses were $597,282 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of $803,284 more favorable than the YTD Budget.

City of Emporia, Kansas

GENERAL FUND

as of October 31, 2023

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	5,716,204	5,700,000	5,741,233	(41,233)
Sales Tax	9,382,028	8,992,800	7,494,000	8,194,819	(700,819)
Franchise Tax	3,041,958	2,814,536	2,345,440	2,517,968	(172,528)
Other Taxes	615,651	651,188	629,987	625,983	4,004
Intergovernmental Taxes	313,974	333,006	267,450	252,976	14,474
Licenses & Permits	385,058	267,950	198,890	220,679	(21,789)
Charges for Services	2,123,416	2,105,903	1,817,220	2,021,457	(204,237)
Fines & Fees	434,395	542,300	451,120	394,482	56,638
Use of Property and Money	207,861	161,996	136,686	421,253	(284,567)
Reimbursements	145,156	155,756	129,730	226,237	(96,507)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	2,159,900	2,396,447	(236,547)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	190	200	160	170	(10)
Nonoperating Revenues	51,743	0		2,135,523	(2,135,523)
TOTAL RECEIPTS	24,586,800	24,333,777	21,330,583	25,149,227	(3,818,644)
EXPENDITURES					
Personnel Services	13,406,660	14,681,310	11,858,901	12,437,460	(578,559)
Vacancy Rate		(280,252)	0		0
Maintenance & Repair	704,466	1,022,467	853,110	809,991	43,119
Commodities	1,563,093	1,762,750	1,454,450	1,328,020	126,430
Other Charges	355,642	846,818	436,320	185,559	250,761
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	770,830	770,833	(3)
Transfer to Multi Year Fund	3,114,307	3,060,000	2,550,000	3,148,630	(598,630)
Transfer to Project accounts	612,833	40,000	0	1,784,666	(1,784,666)
Transfer to Equipment Reserve	260,000	264,500	304,500	304,500	0
Utilities	522,093	554,250	461,740	478,107	(16,367)
Communications	104,507	129,500	107,700	91,931	15,769
Training and Travel	201,605	214,750	178,880	181,349	(2,469)
Jail Expenses	67,520	80,000	66,660	63,150	3,510
Other Contractual	932,311	1,038,950	860,440	763,224	97,216
Excess Carryover		3,165,514	0		0
Outstanding PO's	41,450				
TOTAL EXPENDITURES	22,984,335	27,824,663	20,222,637	22,494,035	(2,271,398)
Revenue less expenses	1,602,465	(3,490,886)	1,107,946	2,655,193	(1,547,247)
Cash Basis Adjustments/Non-appropriated Balance	(205,455)	0	0	(127,529)	
Ending Cash Balance	**5,932,373**	**1,028,209**	**5,623,179**	**8,460,036**	
Base for Reserve calculation	17,899,348	23,216,057	16,278,201	16,338,792	
15% Reserve	2,684,902	3,482,409	2,441,730	2,450,819	
Amount over 15% Reserve	3,247,470	(2,454,200)	3,181,449	6,009,218	

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 softwa
Park	$20,000	$9,400	72" zero turn (2000)

City of Emporia, Kansas

Multi Year Fund

as of October 31, 2023

			Purchase Order	Expenses	2023 Actual	2023 Budget/estimated
	Beginning unencumbered balance				3,060,010.61	3,060,010.61
REVENUE						
		Sales Tax Proceeds from General Fund			2,822,895.85	3,060,000.00
		Interest			140,302.04	5,000.00
		Outstanding PO's			300,000.00	-
		KDOT reimbursement - CCLIP			324,358.00	300,000.00
		Accounts Receivable			(800.00)	
Total Revenue					3,586,755.89	3,365,000.00
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		0.00	-	400,000.00
	102-0101-400.0505	Land Bank Transfer		50,000.00	50,000.00	50,000.00
SK2302	102-0101-400.0505	ADA Sidewalks	23,984.00	53.89	24,037.89	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	Miscellenous storm water repairs		100,000.00	100,000.00	100,000.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	0.00	0.00	-	14,388.05
	102 0101 400 0505	Holiday Drive Storm Water		0.00	-	0.00
	102-0201-400.0502	Firing Range House Split with county			-	30,000.00
	102-0301-400.0502	Kitchen Remodel at Fire Station 2			-	0.00
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	0.00	0.00	-	12,000.00
	102 0601 400 0257	2022 Hazardous Sidewalk	15,798.75	83,821.65	99,620.40	100,000.00
	102-0601-400.0801	Close out paving projects		137,155.33	137,155.33	11,000.00
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	430,059.71	263,310.34	693,370.05	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	0.00	(92,094.90)	(92,094.90)	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	0.00	0.00	-	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	0.00	107.20	107.20	0.00
PV2301	102-0601-400.1516	CCLIP US 50 Mechanic to East limits	718,647.13	61,978.09	780,625.22	460,000.00
PV2302	102-0601-400.1516	2023 Street Rehab	257,401.92	730,858.14	988,260.06	1,000,000.00
	102-0601-400.1516	6th & Prairie intersection Improvments			-	0.00
	102-0601-400.1516	Misc Street Repairs		0.00	-	100,000.00
TS2302	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 253		100,000.00	100,000.00	80,000.00
PV2206	102-0601-400.0505	Street Preservation	84,273.50	173.59	84,447.09	26,347.70
PV2303	102-0601-400.0505	Street Preservation	0.00	26,312.70	26,312.70	95,000.00
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	31,632.00	161,359.67	192,991.67	20,000.00
	102-0601-400.1516	Funston street	0.00	18,733.86	18,733.86	170,152.76
GC2301	102-0701-400.0505	Tee Box Iimprovements		170,152.76	170,152.76	440,000.00
PK2103	102-0801-400.0505	Pickleball viewing area improvement	10,500.00	427,979.00	438,479.00	9,000.00
	102-0803-400.0505	JAC replace sand in filters	0.00	8,621.60	8,621.60	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	0.00	0.00	-	131,000.00
ZO2301	102-0806-400.0505	Bus parking at zoo	0.00	130,461.43	130,461.43	75,000.00
	102-0806-400.0502	Hoof Stock Sheds	0.00	76,570.30	76,570.30	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			-	26,000.00
	102-0806-400.0505	Eagle pond renovation	18,803.60	6,825.50	25,629.10	120,000.00
	102-0806-400.0505	Off-exhibit privacy fence & holding area pond repair			-	78,000.00
CV2207	102-0901-400.0505	Downtown concrete - trip hazard correction			-	11,000.00
	102-0901-400.0502	618 Mechanic Roof	0.00	10,316.00	10,316.00	60,000.00
	102-0901-400.0502	Convert 618 Mechanic to indoor storage for City Dept			-	0.00
	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			-	25,000.00
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways	0.00	0.00	0.00	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 restoom ceiling repairs	0.00	0.00	-	30,000.00
CV2302	102-0901-400.0502	Police department Lobby Remodel ADA			-	400,000.00
CV2205	102-0901-400.0502	Replace Irrigation system	16,500.00		16,500.00	11,000.00
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222	0.00	10,280.13	10,280.13	25,000.00
	102-0901-400.0502	Replace Windows in Auditorium			-	26,000.00
CV2202	102-0901-400.0502	Elevator Controls			-	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches	53,050.00	0.00	53,050.00	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	119,925.00		119,925.00	5,000.00
	102-0902-400.0502	HVAC updates	(0.00)	4,884.88	4,884.88	30,000.00
AR2301	102-1401-400.0502	Remodel Terminal Bathroom			-	32,000.00
				31,408.00	31,408.00	
EXPENDITURES			1,780,575.61	2,520,979.88	4,301,555.49	6,358,532.72
	Ending Unencumbered Cash balance				2,345,211.01	66,477.89
		2023 budgeted projects			2,345,211.01	
					-	

City of Emporia, Kansas

Insurance Reserve

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Oct 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		$16,241	($16,241)
TOTAL RECEIPTS	$500,000	$0	$0	$27,091	($27,091)
EXPENDITURES					
Maintenance & Repair		$0			$0
Misc Projects		$0			
TOTAL EXPENDITURES	$0	$0	$0	$0	$0
Ending Cash Balance	**$500,000**	**$0**	**$500,000**	**$527,091**	**($27,091)**

City of Emporia, Kansas

Vacant Property Program

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Oct 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		$5,238	($5,238)
TOTAL RECEIPTS	$200,000	$0	$0	$5,238	($5,238)
EXPENDITURES					
Maintenance & Repair		$0			$0
Other Contractual Services		$0		$75,678	
TOTAL EXPENDITURES	$0	$0	$0	$75,678	$0
Ending Cash Balance	**$200,000**	**$0**	**$200,000**	**$129,560**	**($5,238)**

City of Emporia, Kansas

Library Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Oct 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	$973,500	$969,414	$4,086
Back Tax Collection	$21,052	$15,000	$15,000	$27,511	($12,511)
Motor Vehicle Tax	$90,694	$98,842	$96,000	$95,014	$986
Recreational Vehicle Tax	$1,113	$1,073	$1,073	$1,034	$39
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	$1,076,073	$1,082,431	($6,358)
EXPENDITURES					
Insurance Refund		$0			$0
Misc Projects		$0			
Appropriation	$999,198	$1,083,054	$1,083,054	$1,082,431	$623
TOTAL EXPENDITURES	$999,198	$1,083,054	$1,083,054	$1,082,431	$623
Ending Cash Balance	**$0**	**$0**	**($6,981)**	**$0**	**($6,981)**

City of Emporia, Kansas

Convention & Tourism Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$700,000	$851,750	($151,750)
Interest on Investment	$4,093	$310	$620	$23,725	($23,105)
Fence rental	$7,999	$6,000	$6,000	$9,194	($3,194)
Return of amount over allowed reserve	$50,630				$0
Repayment of extra funds - Chamber				$0	$0
Accounts Receviable - fence rental	$12,368			($4,744)	$4,744
TOTAL RECEIPTS	$846,954	$706,310	$706,620	$879,925	($173,305)
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	$30,000		$30,000
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 Staidum Imp		$0			$0
Free for Kansas - Music event	$20,000	$20,000	$20,000	$20,000	$0
Dynamic Discs - Jones course improvemen	$55,529				$0
Hammond Park Crossings				$21,528	($21,528)
Miscellaneous	$10,995	$0		$563	($563)
Special Projects		$821,563	$0		$0
Outstanding PO's	$0			$0	
TOTAL EXPENDITURES	$685,274	$1,494,063	$672,500	$664,591	$7,909
Ending Cash Balance	**$810,801**	**$0**	**$821,873**	**$1,026,134**	**($181,213)**

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	$230,393.63
TOTAL	$713,538.10	$558,700.30	$634,077.46	$771,864.27	$851,749.73

City of Emporia, Kansas

Industrial Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	1,147	(147)
Back Tax Collections	26	21	21	34	(13)
Motor Vehicle Tax	111	110	110	115	(5)
Ad Valorem Tax Reduction	(12)	(16)	(16)	(13)	(3)
Interest on Investment	126	25	20	717	(697)
Miscellaneous					
TOTAL RECEIPTS	1,328	1,140	1,135	2,001	(866)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	1,089		1,089
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Func	0	19,837			0
TOTAL EXPENDITURES	0	21,022	1,089	0	1,089
Ending Cash Balance	**21,252**	**0**	**19,945**	**23,253**	**(1,955)**

City of Emporia, Kansas

Industrial Development Sales Tax

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$770,830	$770,833	($3)
Interest Income	$5,240	$250	$250	$38,636	($38,386)
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	$771,080	$809,469	($38,389)
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 pro	$350,000	$350,000	$350,000	$350,000	$0
Soden Rd water main ext	$0	$0	$0	$60,000	($60,000)
Water Valves				$5,000	($5,000)
Special Projects	$120,941	$637,578	$0	$0	$0
Total Expenses	$853,441	$1,372,578	$647,500	$798,463	($150,963)
Ending Cash Balance	**$1,423,879**	**$0**	**$376,682**	**$1,434,885**	**$112,574**

City of Emporia, Kansas

Special Alcohol Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	67,500	82,712	(15,212)
Interest on Investment	565	75	60	3,323	(3,263)
TOTAL RECEIPTS	100,608	90,075	67,560	**86,035**	(18,475)
EXPENDITURES					
Appropriations	86,750	97,200	74,700	74,700	0
Special Projects		75,539	0		0
TOTAL EXPENDITURES	86,750	172,739	74,700	74,700	0
Ending Cash Balance	**103,198**	**0**	**70,827**	**114,533**	**(18,475)**

Appropriations	Receive in 2019	Receive in 2020	Receive in 2021	Receive in 2022	Receive in 2023
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	$6,500.00	$0.00	$0.00		
USD #253					
Total	$86,900.00	$94,000.00	$70,500.00	$86,750.00	$97,200.00

Receipts	2019	2020	2021	2022	2023
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 - SEPTEM	$26,000.31	$7,881.01	$25,844.73	$28,544.72	$31,037.27
4TH QUARTER - DECEMI	$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	$82,712.15

City of Emporia, Kansas

Special Park Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$67,500	$82,712	($15,212)
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	$120	$3,832	($3,712)
TOTAL RECEIPTS	$100,641	$90,150	$67,620	$86,544	($18,924)
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**	**$114,854**	**$87,047**	**($21,065)**

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	$31,037.26
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	$82,712.12

Capital Items	Budget Amount	Purchase Price	
Park	$70,000.00	$67,859.00	11 Foot Rotary Mower (2012)
	70,000.00	67,859.00	

City of Emporia, Kansas

Special Street Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	670,000	648,358	21,642
Special City-County Tax	77,404	74,826	56,118	79,800	(23,682)
Damages	23,089	5,000	4,160	20,777	(16,617)
Interest on Investment	2,490	500	410	9,618	(9,208)
Transfer of Funds		0		100,000	(100,000)
Sale of Salvage	33			0	0
Miscellaneous	4,497	0		228	(228)
TOTAL RECEIPTS	763,350	750,326	730,688	858,781	(128,093)
EXPENDITURES					
Personnel Services	636,340	595,926	481,416	542,929	(61,513)
Vacancy		(11,477)			0
Maintenance & Repair	103,127	89,240	74,320	117,361	(43,041)
Commodities	109,968	145,450	121,160	97,562	23,598
Other Charges	38,629	47,100	42,120	19,549	22,571
Capital Outlay	14,875	0		0	0
Transfer of Funds	0	0		5,000	(5,000)
Utilities	27,951	30,550	25,450	18,928	6,522
Communications	1,464	2,350	1,940	1,399	541
Training & Travel	8,784	7,500	6,240	13,050	(6,810)
Contractual Services	43,212	42,300	29,230	27,970	1,260
Special Projects	0	146,709	0	0	0
Audit Adjustments	(80)			(4,455)	4,455
Outstanding PO's	7,400			0	0
TOTAL EXPENDITURES	991,670	1,095,648	781,876	839,293	(57,417)
Net Change in Cash	(228,320)	(345,322)	(51,188)	19,488	
Ending Cash Balance	**289,140**	**1**	**445,018**	**308,628**	

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**

City of Emporia, Kansas

Drug Forfeiture Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$4,160	$4,970	(810)
Interest on Investment	$487	$50	$40	$2,301	(2,261)
Miscellaneous					
TOTAL RECEIPTS	$53,137	$5,050	$4,200	$7,271	(3,071)
EXPENDITURES					
Commodities	$23,264	$5,000	$4,160	$3,180	980
Capital Outlay		$0			-
Communications	$0	$0		$101	(101)
Other Charges				$58,404	(58,404)
Transfer of funds					
Other Contractual	$3,459	$0		$150	(150)
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	$4,160	$61,835	(57,675)
Ending Cash Balance	**$83,820**	**$0**	**$72,367**	**$29,256**	

City of Emporia, Kansas

Storm Water

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$8,561	(8,561)
Miscellaneous					
TOTAL RECEIPTS	$259,179	$0	$100,000	$108,561	(8,561)
EXPENDITURES					
Commodities	$0	$0	$0	$0	-
Capital Outlay		$0		$61	(61)
Communications	$0	$0		$0	-
Other Charges				$165	(165)
Transfer of funds				$125,734	(125,734)
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	$125,960	(125,960)
Ending Cash Balance	**$259,179**	**$0**	**$100,000**	**$241,780**	

City of Emporia, Kansas

Land Bank

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$10	$3,000	(2,990)
Sale of Property	$9,830			$13,571	
TOTAL RECEIPTS	$60,215	$50,020	$50,010	$66,571	(2,990)
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**	**$19,190**	**$126,405**	

City of Emporia, Kansas

Bond & Interest Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$1,957,078	$1,954,979	2,099
Back Tax Collection	$42,618	$40,000	$40,000	$55,617	(15,617)
Special Assessments	$82,354	$78,252	$78,252	$68,913	9,339
Motor Vehicle Tax	$184,027	$200,054	$200,054	$177,862	22,192
Ad Valorem Tax Reduction	-$19,552	-$20,000	-$20,000	-$21,102	1,102
Interest on Investment	$11,808	$951	$790	$94,007	(93,217)
Recreation Center - Pool renovation		$0			0
Recreation Center - Office/Locker Remodel		$0			0
Recreation Center - Ball Diamond Improvem	$47,700	$46,350	$46,350	$46,350	0
Recreation Center - Fitness Room	$50,960	$51,200	$51,200	$51,200	0
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	$2,353,724	$2,513,789	
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**	**$1,637,029**	**$2,325,867**	

City of Emporia, Kansas

Equipment Reserve Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	$35,927	(35,927)
Sale of Vehicles				$113,130	
TOTAL RECEIPTS	$1,105,795	$417,000	$417,000	$458,557	71,573
EXPENDITURES					
Leasing Payment		$751,000	$317,529	$182,672	134,857
Outstanding PO's	$770,627			$0	
Special Projects		$0	$0		
TOTAL EXPENDITURES	$770,627	$751,000	$317,529	$182,672	134,857
Ending Cash Balance	**$335,168**	**$0**	**$433,471**	**$611,053**	

City of Emporia, Kansas

Water Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	5,640,000	6,400,559	(760,559)
Service Charge	103,029	100,000	83,330	82,438	892
Penalties	93,424	95,000	79,160	75,351	3,809
Sale of Salvage		0		0	0
Reimbursed Expense	7,827	2,000	2,280	26,106	(23,826)
Interest on Investment	20,504	6,000	5,350	88,039	(82,689)
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	830	6,912	(6,082)
TOTAL RECEIPTS	11,546,227	7,148,712	6,160,950	7,029,404	(868,454)
EXPENDITURES					
Personnel Services	1,105,419	1,109,627	895,512	921,308	(25,796)
Vacancy		(21,507)	0		0
Maintenance & Repair	1,117,122	765,050	640,320	1,899,619	(1,259,299)
Commodities	1,452,142	1,234,350	1,028,530	1,275,119	(246,589)
Other Charges	268,470	246,320	198,190	254,349	(56,159)
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	4,160	50,763	(46,603)
Transfer to Project Account	4,102,675	45,000	33,750	46,500	(12,750)
Utilities	718,905	578,600	482,140	548,136	(65,996)
Communications	28,025	44,900	37,380	24,739	12,641
Travel & Training	10,383	14,250	11,850	23,910	(12,060)
Contractual Services	828,471	675,800	536,290	540,085	(3,795)
Administrative Fee 16%	1,131,081	1,086,178	905,140	1,049,336	(144,196)
Excess Carryover		1,000,000			
Change in Liabilities	(86,919)	0		(77,379)	77,379
Outstanding PO's	0				
TOTAL EXPENDITURES	12,340,861	9,473,857	7,533,300	8,814,448	(1,281,148)
NET CHANGE IN CASH	(794,634)	(2,325,145)	(1,372,350)	(1,785,044)	412,694
ENDING CASH BALANCE	**2,452,274**	**535,023**	**303,662**	**667,230**	
Principal Bond Payments	(1,210,000)	(1,837,900)	(1,837,900)	(1,837,900)	
Depreciation	1,313,352	1,450,000	1,208,320	1,219,214	
Capitalized Assets	(3,516,676)	(630,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,413,324)	(1,017,900)	(629,580)	(618,686)	
Base for reserve calculation	8,119,063	8,843,857	6,869,550	8,767,948	
20% reserve amount	1,623,813	1,768,771	1,373,910	1,753,590	
Amount over 20% reserve	828,461	(1,233,748)	(1,070,248)	(1,086,359)	

City of Emporia, Kansas

Wastewater Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	4,916,660	5,129,674	(213,014)
Extra Strength Surcharge	159,751	111,900	93,240	151,544	(58,304)
Interest on Investment	13,582	3,000	2,500	68,423	(65,923)
New System taps	200	1,000	830	3,800	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			562,097	(562,097)
Miscellaneous	248,035	1,000	830	0	830
TOTAL RECEIPTS	7,982,674	6,016,900	5,014,060	7,140,947	(2,123,091)
EXPENDITURES					
Personnel Services	1,175,739	1,106,158	893,533	1,010,822	(117,289)
Vacancy	0	(19,806)		0	0
Maintenance & Repair	806,160	385,250	325,660	583,261	(257,601)
Commodities	424,402	259,250	193,480	426,459	(232,979)
Other Charges	170,406	185,850	156,120	155,676	444
Capital Outlay	20,509	493,000	493,000	548,969	(55,969)
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	435,390	460,807	(25,417)
Communications	21,505	29,600	24,620	19,449	5,171
Travel & Training	13,845	5,500	4,560	13,920	(9,360)
Contractual Services	385,405	232,550	195,250	186,336	8,914
Administrative Fee flat	610,000	610,000	508,330	508,333	(3)
Excess Carryover		1,000,000	0		
Change in Liabilities	(281,540)	0		(114,716)	114,716
Outstanding PO's	0				
TOTAL EXPENDITURES	8,246,350	7,691,437	6,111,528	8,510,915	(2,399,387)
NET CHANGE IN CASH	(263,676)	(1,674,537)	(1,097,468)	(1,369,968)	276,297
ENDING CASH BALANCE	**2,087,628**	**559,576**	**912,638**	**717,660**	

Depreciation	1,910,079	2,125,205	1,770,990	1,747,211
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)	(558,602)	(682,936)
Base for reserve calculation	6,623,109	7,198,437	5,618,528	6,177,472
20% Cash Reserve amount	1,324,622	1,439,687	1,123,706	1,235,494
Amount over 20% Cash Reserve	763,006	(880,111)	(211,068)	(517,835)

City of Emporia, Kansas

Solid Waste Fund

as of October 31, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Oct 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	2,470,730	2,501,152	(30,422)
Loss on Sale of Assets		0			0
Interest on Investments	26,458	4,200	3,500	121,593	(118,093)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	201,913	175,000	145,830	69,432	76,398
Box Container Fees	2,063,528	1,920,000	1,599,990	1,629,734	(29,744)
Landfill Fees	562,540	508,000	423,320	531,810	(108,490)
Transfers		0			0
Miscellaneous	23,247	4,800	4,710	360	4,350
TOTAL RECEIPTS	5,848,780	5,576,876	4,648,080	4,854,082	(206,002)
EXPENDITURES					
Personnel Services	2,093,650	2,109,909	1,704,845	1,776,793	(71,948)
Vacancy		(40,995)			0
Maintenance & Repair	325,946	300,000	253,030	291,011	(37,981)
Commodities	332,164	482,900	403,300	359,548	43,752
Other Charges	137,731	183,930	143,630	211,853	(68,223)
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	45,430	50,946	(5,516)
Communications	41,954	49,700	41,360	29,904	11,456
Transfer to project	44,000	0			0
Travel & Training	7,606	8,750	7,270	10,162	(2,892)
Contractual Services	1,613,185	1,720,900	1,442,510	1,447,100	(4,590)
Administrative Fee 16%	895,433	862,860	719,050	746,031	(26,981)
Excess Carryover		2,000,000	0		
Change in Liabilities	(83,724)	0		(79,176)	79,176
Outstanding PO's	0				
TOTAL EXPENDITURES	6,301,685	8,417,504	5,445,425	4,848,143	597,282
NET CHANGE IN CASH	(452,905)	(2,840,628)	(797,345)	5,939	(803,284)
ENDING CASH BALANCE	**3,549,209**	**639,104**	**1,644,510**	**3,555,149**	

Principal Payments	0	0	0	0
Depreciation	292,242	45,000	370,820	327,091
Capitalized Assets	(6,433)	(685,000)	0	(459,572)
Change in Liabilities		0		
ADJUSTMENTS	285,809	(640,000)	370,820	(132,481)
Base for reserve calculation	6,229,073	7,732,504	4,760,425	4,844,173
20% cash reserve amount	1,245,815	1,546,501	952,085	968,835
Amount over 20% Cash Reserv	2,303,395	(907,397)	692,425	2,586,314

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of October 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
						17,705,253	19,140,598	
COMMISSION/MANAGER/CLERK	1,188,803	3,099,985.25	(1,911,182)	261%	5.03%	890,753	962,965	(2,137,020)
FINANCE/HUMAN RESOURCES	433,166	340,155.43	93,011	79%	1.83%	324,565	350,877	10,722
INFORMATION SYSTEMS	352,980	327,897.69	25,082	93%	1.49%	264,483	285,924	(41,974)
POLICE PROTECTION	4,619,803	4,072,677.59	547,125	88%	19.55%	3,461,552	3,742,176	(330,502)
ANIMAL CONTROL	242,734	158,976.24	83,758	65%	1.03%	181,877	196,622	37,645
FIRE PROTECTION	3,067,744	2,453,983.66	613,760	80%	12.98%	2,298,616	2,484,962	30,979
AMBULANCE SERVICE	3,587,447	2,474,521.41	1,112,926	69%	15.18%	2,688,022	2,905,937	431,416
CODE SERVICES	920,456	708,372.74	212,083	77%	3.90%	689,684	745,596	37,224
COURT SERVICES	598,993.00	481,630.81	117,362	80%	2.53%	448,817	485,202	3,571
ENGINEERING	553,513.00	424,317.07	129,196	77%	2.34%	414,739	448,362	24,045
SNOW REMOVAL	60,000.00	12,440.40	47,560	21%	0.25%	44,957	48,602	36,161
GOLF COURSE MAINTENANCE	506,649.00	401,261.37	105,388	79%	2.14%	379,625	410,401	9,139
GOLF SHOP	350,351.00	346,511.23	3,840	99%	1.48%	262,513	283,795	(62,717)
PARK	1,006,350.00	958,708.40	47,642	95%	4.26%	754,043	815,173	(143,535)
AQUATIC CENTER	187,450.00	275,188.62	(87,739)	147%	0.79%	140,454	151,840	(123,349)
ZOO	710,679.00	606,071.73	104,607	85%	3.01%	532,501	575,671	(30,401)
CIVIC BUILDING OPERATIONS	817,788.00	581,020.84	236,767	71%	3.46%	612,757	662,432	81,411
LIBRARY MAINTENANCE	67,329.00	104,564.80	(37,236)	155%	0.28%	50,449	54,538	(50,026)
GROUNDS MAINTENANCE	104,820.00	47,646.31	57,174	45%	0.44%	0	84,907	37,261
CONCESSION STAND	80,363.00	65,878.28	14,485	82%	0.34%	60,215	65,096	(782)
SHOP MAINTENANCE	136,071.00	-99,774.13	235,845	-73%	0.58%	101,956	110,221	209,996
STREET LIGHTING	377,400.00	252,032.40	125,368	67%		0	0	
MISC APPROPRATIONS	113,000	107,603.62	5,396	95%		0	0	
AIRPORT	844,711	690,914	153,797	82%	3.57%	632,930	684,241	(6,673)
PARKING FACILITY	25,800	7,720	18,080	30%	0.11%	19,332	20,899	13,179
TRANSERS	3,985,000	3,593,729	391,271	90%		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	22,494,035	5,330,627	81%	86.60%	15,254,839	16,576,439	
	23,629,514							

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of October 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	1,412,660.29	1,116,153	56%
WATER MAINTENANCE	1,575,015	2,485,488.89	(910,474)	158%
WATER PLANT	4,145,248	3,904,165.55	241,082	94%
WATER STOCK	5,000	50,762.71	(45,763)	1015%
	10,292,858	8,273,141	2,019,717	13

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	$350,000		S Cottonwood to East St from KS to Potwin
	630,000	0	

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

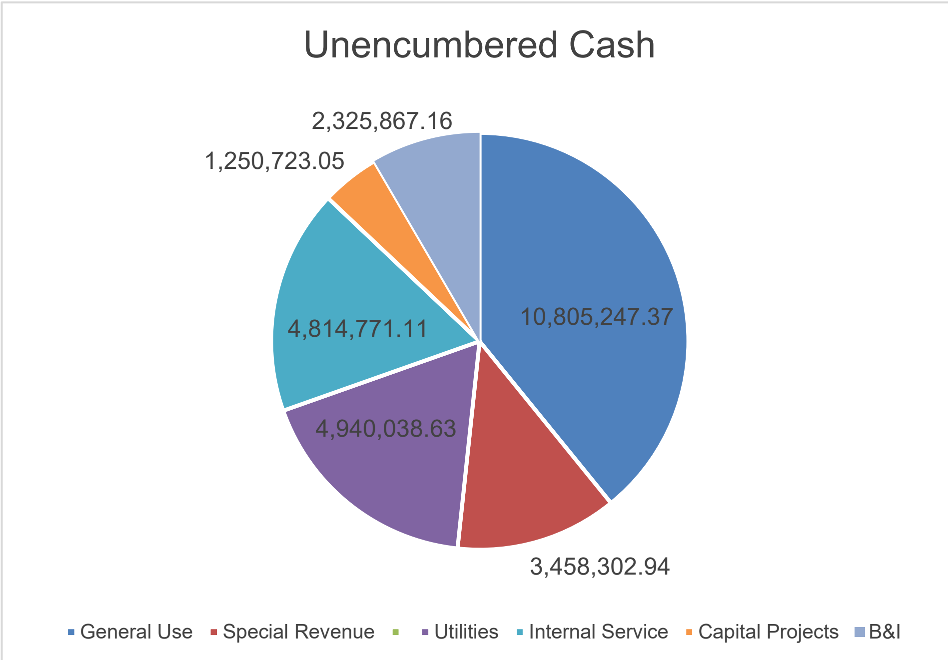
	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,861,779	597,533	2,264,246	21%
ADMINISTRATION	1,906,048	799,908	1,106,140	42%
SEWER MAINTENANCE	1,470,993	3,364,800	(1,893,807)	229%
SEWER PLANT	3,084,825	3,182,454	(97,629)	103%
	9,323,645	7,944,695	1,378,950	4

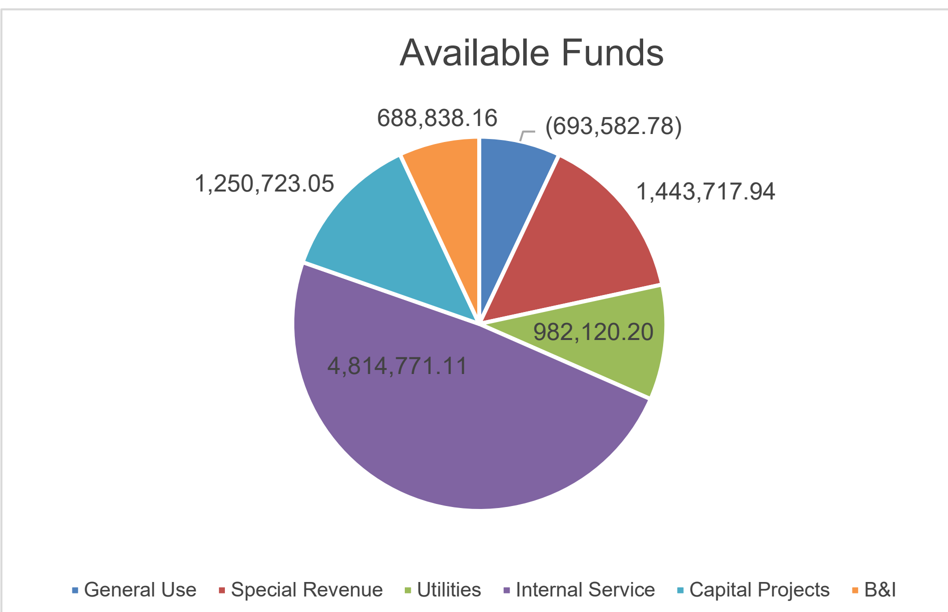
Capital Outlay			
Sewer Maintenance	$83,000		New Sanitary Sewer camer
Waste Water Plant	$60,000		Replace roof on old shop building
Waste Water Plant	$350,000		Upgrade plant telementry
	493,000	0	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of October 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	1,019,954	2,062,778	33%
COLLECTIONS	2,736,086	2,112,509	623,577	77%
TRANSFER STATION	1,728,919	1,154,742	574,177	67%
RECYCLING CENTER	629,767	507,633	122,134	81%
	8,177,504	4,794,837	3,382,667	3

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
	$685,000	0	


Unencumbered Cash
2,325,867.16
1,250,723.05
10,805,247.37
4,814,771.11
4,940,038.63
3,458,302.94
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I


Available Funds
688,838.16
(693,582.78)
1,250,723.05
1,443,717.94
982,120.20
4,814,771.11
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I

City of Emporia

Unencumbered Cash Report

as of October 31, 2023

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	8,460,036.36	5,623,179.00	2,836,857.36	General Use	10,805,247.37	39.16%
102 Multi Year Fund	2,345,211.01	5,875,651.15	(3,530,440.14)	Special Revenue	3,458,302.94	12.53%
103 Insurance Reserve	527,091.31	500,000.00	27,091.31			
104 Vacant Property Program	129,559.95	-	129,559.95	Utilities	4,940,038.63	17.90%
201 Library Fund	-	(6,981.00)	6,981.00	Internal Service	4,814,771.11	17.45%
203 Convention & Tourism Fund	1,026,134.32	821,873.00	204,261.32	Capital Projects	1,250,723.05	4.53%
204 Industrial Fund	23,252.75	19,945.00	3,307.75	B&I	2,325,867.16	8.43%
205 Industrial Dev Sales Tax Fund	1,434,884.69	376,682.00	1,058,202.69		27,594,950.26	
206 Special Alcohol Fund	114,532.76	70,827.00	43,705.76			
207 Special Park & Recreation Fund	87,047.02	114,854.00	(27,806.98)	**Budget**		
208 Special Street Fund	308,628.17	445,018.00	(136,389.83)	General Use	(693,582.78)	
209 Drug Money Forfeitures Fund	29,255.85	72,367.00	(43,111.15)	Special Revenue	1,443,717.94	
210 Storm Water Fund	241,779.69	100,000.00	141,779.69	Utilities	982,120.20	
218 Emergency Shelter Grant Fund	6,394.00		6,394.00	Internal Service	4,814,771.11	
224 Fire Public Education	3,316.81		3,316.81	Capital Projects	1,250,723.05	
225 Police Grants Fund	2,635.91		2,635.91	B&I	688,838.16	
251 Emporia Homeowner Repair	(19,740.37)		(19,740.37)			
252 2014 Housing Rehab	55,192.65		55,192.65			
254 2020 CDBG Rehab Grant	13,794.00		13,794.00			
260 Land Bank	126,404.59		126,404.59			
301 Bond and Interest Fund	2,325,867.16	1,637,029.00	688,838.16			
305 Equipment Reserve Fund	611,053.09	433,471.00	177,582.09			
401 Coronavirus Recovery Grant	323,882.32		323,882.32			
406 Internal Improvement Fund	8,780,997.07		8,780,997.07			
409 Water Treatment Plant Improvement	(5,044,411.81)		(5,044,411.81)			
413 Water Main Improvements	(2,746,006.09)		(2,746,006.09)			
415 Civic Auditorium Project Fund	141,356.93		141,356.93			
423 Airport Improvements Fund	137,942.68		137,942.68			
428 Park Improvements Fund	(616,456.75)		(616,456.75)			
441 Paving Projects Fund	1,409,920.49		1,409,920.49			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	(874,841.63)		(874,841.63)			
501 Water Utility Fund	667,230.19	303,662.00	(1,086,359.35)			
502 Sewer Fund	717,659.85	912,638.00	(517,834.54)			
503 Solid Waste Fund	3,555,148.59	1,644,510.20	2,586,314.09			
601 Worker's Comp Fund	2,300,534.46		2,300,534.46			
602 Health Care Fund	2,514,236.65		2,514,236.65			
708 Fire Insurance Proceeds	4,790.10		4,790.10			
	28,862,654.61					

Commission Meeting **11:00 a.m.** **November 1, 2023**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, November 1, 2023, with Mayor Brinkman presiding and Commissioners Giefer, Harter, Sauder, and Smith present. Also present were City Manager Cocking, City Clerk Sull and City Attorney Montgomery. Assistant City Manager Detter was absent.

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.

Casey Woods, Executive Director of Emporia Main Street, was in attendance to accept a proclamation declaring November 25, 2023, as “Small Business Saturday” in Emporia. He stated Emporia celebrates local small businesses and the contribution they make to our economy and community. Locally owned businesses contribute to our unique and vibrant community character. He stated that for every $100 spent at a small local retailer, $68 will return to the community through taxes, payroll, and donations to local schools and charities. He stated we join American Express, Main Street America, Kansas Main Street, and Emporia Main Street in supporting America’s locally owned Small Businesses. He urged all residents of Emporia to join the rest of America in shopping at the small locally owned businesses.

Mayor Brinkman then presented the proclamation.

CITY COMMISSION
(Fairview Hotels, LLC Community Improvement District – CID)
(Public Hearing)

Tayler Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated State Statute authorized the governing body of any municipality to adopt an ordinance establishing a community improvement district (CID) after receipt of a proper petition and holding a public hearing. At a previous City Commission meeting a petition was accepted for this project and a public hearing was scheduled. She stated this hearing is the final step as provided for in Kansas statutes necessary to enact the 2% sales tax. After the hearing is closed, the Commission will then formalize the 2% tax by ordinance. She stated there are no impacts on city finances, and the city does receive a 3% administrative fee to cover internal costs related to the administration and distribution of the tax.

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
(Fairview Hotels, LLC Community Improvement District – CID)
(Ordinance Number 23-33)

AN ORDINANCE OF THE CITY OF EMPORIA ESTABLISHING THE FAIRVIEW HOTELS COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; AND LEVYING A 2.0% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME, to which the City Clerk assigned Ordinance Number 23-33, was presented to the Governing Body for their consideration.

Tayler Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated the petition to establish this CID was submitted by the property owner, Fairview Hotels, LLC on October 4, 2023. A public hearing was held prior to the consideration of this ordinance. If adopted, the entire site will have a 2% CID sales tax at the request of the owner. She stated this is a pay-as-you-go project that by statute shall expire 22 years from the date that the State Director of Taxation begins collecting such tax. The tax is implemented on a quarterly basis and the Kansas Department of Revenue requires that all paperwork be submitted 90 days prior to the quarter in which collections begin. She stated the applicant/owner of the property may choose to delay implementation and that decision must be made prior to January 1, 2024. There are no financial impact on the City, however, we do receive a 3% administrative fee to cover internal costs related to the administration and distribution of the tax. The City Finance Department will administer and distribute the sales tax receipts to the owners in accordance with city policies after receiving the monthly allocation from the Kansas Department of Revenue. She stated staff recommends adoption of Ordinance Number 23-33 for the Fairview Hotels, LLC CID.

Commissioner Sauder made a motion to approve Ordinance Number 23-33, an ordinance establishing the Fairview Hotels, LLC Community Improvement District. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

CITY COMMISSION
(Adopting Governing Body Handbook)
(Resolution Number 3711)

Taylor Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated the effective and efficient operation of the City of Emporia Government requires clear guidance and procedures for the members of the governing body. As previously discussing, *The Governing Body Handbook for the City of Emporia, Kansas, 2024 Edition* has been developed to provide guidelines and procedures as follows:

Getting Started in Municipal Government
Leadership Roles and Responsibilities
Effective Meetings
Ethical City Officials
Communications and Media Relations

Collaborative Leadership

Budget Basics

She stated by adopting the proposed resolution, *The Governing Body Handbook for the City of Emporia, Kansas, 2024 Edition* will become an official City document.

Commissioner Harter made a motion to approve Resolution Number 3711, a resolution adopting the Governing Body Handbook for the City of Emporia, Kansas, 2024 Edition. 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
(Application Moderate Income Housing Grant - $505,000.00)
(Kansas Housing Resources Corporation)
(Resolution Number 3710)

Jeff Lynch, Community Development Coordinator, was recognized and addressed the Governing Body. He stated this grant is offered by the Kansas Housing Resources Corporation for the development of housing for moderate-income occupants. Moderate income is defined by the State as 60% to 150% of HUD's FY 2023 income ranges. He stated the city has utilized the program in the past with the construction of six new homes from 2017 to 2020, and 24 new apartment units with a current MIH grant awarded in 2022. The proposal for this application includes the demolition of three dilapidated houses and the replacement of them with three new homes. Additionally, the project will include rehabilitation of nine vacant homes to transform them into standard or better condition. He stated all units are to be occupied by eligible owners or tenants. One project site will be owned by the Emporia Land Bank, with the opportunity to sell and utilize project proceeds to be reinvested into future projects. He stated the city will include providing appropriate staff for grant administration, construction management and inspections. The city will waive building permits and inspection fees for program projects. He stated staff recommends approval of Resolution Number 3710 and authorizes the Mayor to execute all related documents.

Commissioner Smith made a motion to approve Resolution 3710, a resolution to apply for $505,000.00 in assistance from the Kansas Moderate Income Housing Program and authorize the Mayor to execute all related documents. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; and Mayor Brinkman, aye.

ENGINEERING
(Award Project KDOT CCLIP-SP FY 2025 Mill and Overlay)
(K-99 Hwy Commercial St. from Ks. Ave. to 3rd Ave. and)
(K-99 Hwy Merchant St. from 12th Ave to I-35 Hwy)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City's Engineering Department submitted an application to KDOT earlier this year for funding for these two portions of K-99 Hwy, from Kansas Ave. to 3rd Ave. and 12th Ave. to I-35. These portions were last resurfaced in KDOT FY 2019, calendar year 2018. He stated the City will be required to contribute a minimum of 10% plus any amount over KDOT's share ($400,000) and will be responsible for all preliminary engineering, right-of-way and utility costs. He stated the City's share is estimated at $375,000, which will be paid from the Multi Year Fund and county wide sales tax revenue. He stated staff recommends approval of the KDOT CCLIP-SP project and authorizes the Mayor to sign all documents.

Commissioner Smith made a motion to approve the KDOT Awarded CCLIP-SP Project and authorize the Mayor to sign form 1302. 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
(Award Project KDOT CCLIP-GI FY 2026)
(Reconstruct Portion of K-99 Hwy from Soden Bridge to Kansas Ave.)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City's Engineering Department submitted an application to KDOT for CCLIP-GI funding to reconstruct shoulders to add two-way center turn lane, storm drainage, safety improvements, entrances, sidewalk and pavement markings on K-99 Highway from Soden Bridge to Kansas Avenue. He stated the City will be required to contribute a minimum of 10% plus any amount over KDOT's share ($1,200,000.00) and will be responsible for right-of-way and utility costs. He stated the City's share is estimated at $120,000.00 which will be paid from the Multi Year Fund and county wide sales tax revenue. He stated staff recommends approval of the KDOT awarded CCLIP-GI project and authorizes the Mayor to sign all documents.

Commissioner Smith made a motion to approve the KDOT Awarded CCLIP-GI Project and authorize the Mayor to sign Form 1302. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

CODE SERVICES
(Adopting the Building and Construction Regulations, 2023 Edition)
(Adopting the International Residential Code, 2015 Edition)
(Adopting the International Building Code, 2015 Edition)
(Adopting the National Electrical Code, 2011 Edition)
(Adopting the Uniform Mechanical Code, 2021 Edition)
(Ordinance 23-34)

AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE THE BUILDING AND CONSTRUCTION REGULATIONS, 2023 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION; THE INTERNATIONAL BUILDING CODE, 2015 EDITION; THE NATIONAL ELECTRICAL CODE, 2011 EDITION; AND THE UNIFORM MECHANICAL CODE, 2021 EDITION; AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, AND REPEALING SAID SECTION AS IT EXISTED PRIOR TO THE ADOPTION OF THIS ORDINANCE; AND REPEALING SECTION 8-4, 8-4.1, AND 8.5 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 23-24 was presented to the Governing Body for their consideration.

Kory Krause, Director of Building and Neighborhood Development, was recognized and addressed the Governing Body. He stated over the past several months the building department and several master plumbing and mechanical contractors met and discussed significant changes that have occurred during code updates from 2012 through 2021. Changes in building and trades codes deal with changes in definitions, new products, technologies, and installation that will improve safety and health benefits for everyone. These code changes are for life and safety concerns which the contractors are already aware of and are using at this current time. He stated at a previous study session the City Commission discussed moving forward with adoption of the 2021 Uniform Plumbing Code (UPC) and Uniform Mechanical Code (UMC) which will replace the outdated 2012 versions. Following that discussion legal staff recommended an overhaul and clean up of all building codes into section 8-3 for clarity and ease of use. He stated staff recommends approval of Ordinance Number 23-34.

Commissioner Harter made a motion to approve Ordinance Number 23-34, an ordinance adopting the Building and Construction Regulations, the International Residential Code, the International Building Code, the National Electrical Code, and the Uniform Mechanical Code. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Consent Agenda

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

a. Minutes of the Special Commission Meeting Held on October 11, 2023.

b. Minutes of Regular Commission Meeting Held October 18, 2023.

c. 2023 Emergency Solutions Grant Agreement.

d. Change Order No. 2 for CCLIP Resurfacing FY2024.

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

CITY COMMISSION
(City Manager’s Report)

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

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

TENTATIVE AGENDA FOR NOVEMBER 15, 2023 MEETING.

- 2023 General Obligation Bond Sale.

Study Session:

- Discuss Process of the new ERP.

CITY COMMISSION
(Public Comment)

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

EXECUTIVE SESSION

Commissioner Harter made a motion to recess into Executive Sesson for preliminary discussion of the acquisition of real property resuming the open meeting in the City Commissioner Meeting Room, this same date, at 11:35 a.m. and invite Tayler Wash, Special Projects Director; Jim Witt, Special Projects Coordinator; and Jim Ubert, City Engineer. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Upon reconveying the meeting in Regular Session, at 11:35 a.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had preliminary discussion of the acquisition of real property and no action was taken.

Commissioner Smith made a motion to recess the meeting until 11:50 a.m. to Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

STUDY SESSION:

1. Discuss Emporia Enterprises and RDA Appointments.
2. Discuss Boards and Commissions Procedures.
3. Water Update.
4. Discuss Extension of Neighborhood Revitalization Area.

Commissioner Smith then made a motion to adjourn. Commissioner Giefer seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Harter, 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: November 15, 2023

Presented By: Trey Cocking, City Manager

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

Discussion:
At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on December 6, 2023.

Commission Meeting :
- Boundary Resolution
- Award Sunset Lake.
- Development Agreement with Fairview Hotels.

Study Session :
- Discuss Utility funds.
- Discuss Updates of City Park Rules.
- Discuss Approval of the New Bandstand in Fremont Park.
- Discussion Implementation of Rental registration and revisions of the current vacant property ordinance.
- Review RFQ for Water Treatment Plant Analysis.

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: November 15, 2023

Background:
An Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. K.S.A. 75-4319(B)(2) 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 for consultation with the City Attorney regarding a legal matter for 30 minutes and to invite Tayler Wash, Special Projects Director, and Dean Grant, Public Works Director stating at which time the open meeting will resume.

Attachments:
None

313 W. 4th Avenue
Emporia, Kansas. 66801
620-340-6300

Tom McEvoy
Director

Emporia City Commission
111 E 6th Ave
Emporia, KS, 66801

Subject: Recommendation for the Construction and Funding of a New Recreation Center

Dear Members of the Emporia City Commission,

We, the Emporia Recreation Commission, wish to formally present our recommendation for the construction and funding of a new recreation center, a decision fully supported by the findings and deliberations of our dedicated subcommittee, the "Future Funding Task Force".

Our key recommendations are as follows:

1. **Construction of a Centrally Located Recreation Center**
   - We propose the construction of a new recreation center in a centrally located area of Emporia. The community has undeniably outgrown our current facility, and we believe this new center will enable us to offer an expanded range of programming to better serve our residents.
   - A central location was also recommended by our 2018 Focus Study groups and our 2023 Needs Assessment Survey.
   - Several central locations have been researched, with no specific location determined. We recommend a special Task Force for the purpose of determining the location at a later date.

2. **Funding Mechanism: Sales Tax Increase (Subject to Voter Approval):**
   - We have considered various funding options and have concluded that a property tax increase is not suitable, given the recent upward trend in property taxes. Furthermore, STAR bonds are not applicable in this context, as they are typically reserved for facilities that promote tourism.
   - Our recommendation is to finance the new center through a sales tax increase (ranging from ½ to 1 cent, based on the scope of the project), subject to approval via a ballot referendum. This approach aligns with legal requirements and will foster community buy-in.

3. **Financial Projections:**

- Based on 2022 City sales tax revenues of over \$6 million, a 1/10 of a cent tax increase would yield approximately \$570,000 - \$600,000
- The duration of a sales tax increase may not exceed 20 years.
- Sales tax contributions are not solely reliant on our community but would also encompass visitors and travelers, allowing the generation of revenue beyond community-members.

4. **Consideration of Grant Funding and Private Contributions**

- It is estimated that 20% of the total project cost could be secured through grants and other and other community stakeholders.
- Corporate sponsorship from local industries and private donations may also be explored as supplementary funding avenues.

5. **Current Facility:**

- We recognize the potential value in maintaining and re-purposing the existing recreation center building for programming or other community needs.

It is a consensus of both the Task Force and the Recreation Commission that the approximate location of a new facility be centrally located for ease of access.

In conclusion, the Emporia Recreation Commission, the Future Funding Task Force, and the ERC Staff recommend the construction of a new recreation center to accommodate our community's growing needs, funded by a city-wide sales tax presented on a special ballot on or about April of 2024. In addition we recommend the renovation of the Lee Beran Recreation Center for additional programming space. We appreciate your consideration of this recommendation and would like the opportunity to present our findings to you at your earliest convenience. We look forward to collaborating with the Emporia City Commission to advance this important project for the benefit of our community.

Sincerely,

Jeremy Dorsey,
Chairman, Emporia Recreation Commission

Susan Brinkman, Vice Chair

Ryan Karjala, Secretary

Aaron Trelc

Michael Helbert

Study Session Report
Process of new ERP selection

Title:	Process of new ERP selection
Agenda Date:	November 15, 2023
Presented By:	Janet Harrouff, Director of Finance

Background
In January, the city entered into an agreement with Client First Technology Consulting, following a bid process, to assist the City in selecting a new software company for Finance, Payroll and Utility billing.
A number of discussions with staff throughout the entire city were held to identify the needs in new software. Proposal packets were sent to six (6) vendors in July. Four companies submitted proposals in August. Staff reviewed the proposals and requested two companies to provide demonstrations: Tyler Technologies and Edmunds GovTech. During the demonstrations it became very apparent that only one software company could provide the services that the city needs.

Discussion
Staff would like to enter into negotiations with Tyler Technologies to determine the best pricing possible for the Financial, Payroll and Utility Billing modules.

Financial Considerations

Attachments

Title:	Quaker Park Development Proposal
Agenda Date:	November 15, 2023
Presented By:	Jeff Lynch, Community Development Coordinator

Background

Quaker Park is located in east-central Emporia, at the Southeast corner of First Avenue and Sylvan Street. In 2022, the Community Housing Board/Emporia Land Bank conducted a review of several parks for possible housing development, and Quaker Park is a location highly recommended by the board for that purpose.

Discussion

The size of the park is approximately 25,694 square feet. The park could be easily divided into three lots (50’ x 172’ each) for the development of single-family houses. There would need to be a zoning change from public use to single family detached.

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

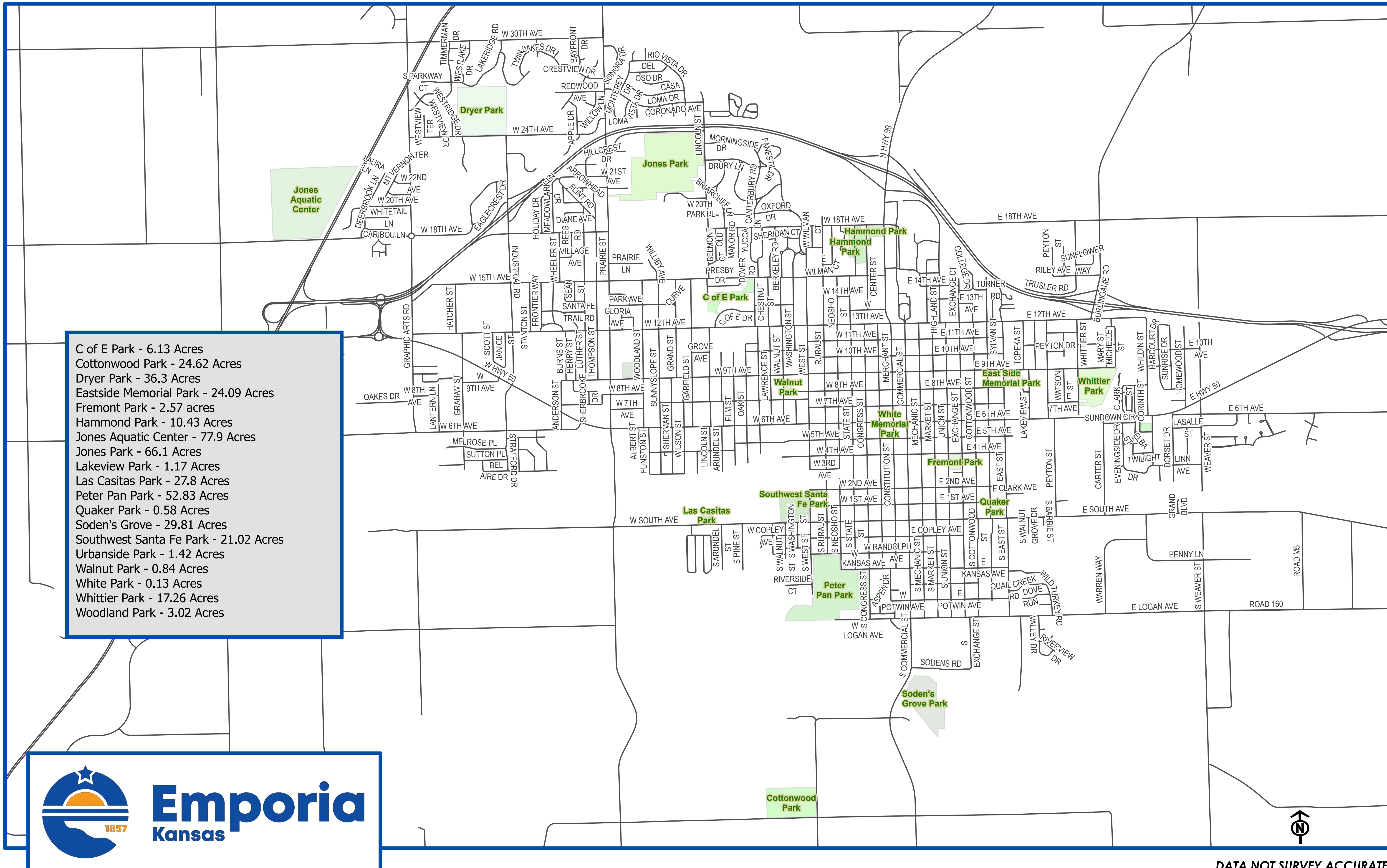
Financial Considerations

All needed Infrastructure appears to be in place. The Emporia Land Bank would be responsible for all survey work, lot splits, deed filing, etc.

Attachments

Maps, Land Bank Letter


1 ST AVE
QUAKER PARK
SYLVAN ST
50.01
1
171.9
50.01
2
171.9
50.04
3
SOUTH AVE



DATA NOT SURVEY ACCURATE

NAME	BASEBALL	OWNED	DISCGOLF	PLAYGROUND	SHELTER	RESTROOM
Soden's Grove Park	Yes	OWNED	No	No	Yes	Yes
Whittier Park	Yes	OWNED	No	No	No	Yes
Jones Park	No	OWNED	Yes	Yes	Yes	Yes
C of E Park	No	OWNED	No	No	No	No
Hammond Park	No	OWNED	Yes	Yes	Yes	Yes
Dryer Park	No	OWNED	No	No	No	No
Fremont Park	No	OWNED	No	Yes	Yes	No
Quaker Park	No	OWNED	No	No	No	No
Peter Pan Park	Yes	OWNED	Yes	Yes	Yes	Yes
Urbanside Park	No	OWNED	No	No	No	No
Las Casitas Park	No	LEASED	No	Yes	Yes	Yes
Southwest Santa Fe Park	Yes	LEASED	No	No	No	Yes
Cottonwood Park		OWNED				
Woodland Park		OWNED				
Jones Aquatic Center	No	OWNED	No	No	Yes	Yes
White Memorial Park	No	OWNED	No	No	No	No
Walnut Park	No	OWNED	No	No	No	No
Lakeview	No	OWNED	No	No	No	No
East Side Memorial Park	No	LEASED	No	Yes	Yes	Yes