



**CITY COMMISSION
WEDNESDAY, FEBRUARY 21, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Danny Giefer

MEMBERS PRESENT

Vice Mayor Erren Harter
Commissioner Susan Brinkman
Commissioner Jamie Sauder
Commissioner Becky Smith

PROCLAMATIONS

Proclamation Recognizing February as Career and Technical Education Month.

Accepted by: Caron Daugherty, Flint Hills Technical College President

PUBLIC FORUM

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

NEW BUSINESS

1) Ordinance No. 24-04 for Wastewater Rate Increase.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Ordinance No. 24-04 for Wastewater Rate Increase.

2) Appoint Members to the Emporia Planning Commission/ Board of Zoning Appeals.

Presented by: Commissioner Sauder & Commissioner Harter

Recommended Action: Appoint Stan Fowler, and Lillian Lingenfelter to the Emporia Planning Commission/ Board of Zoning Appeals.

3) Ordinance No. 24-05 Rezoning Property Located at 612 E. 7th Avenue From Single-Family Detached to Single-Family Attached.

Presented by: Justin Givens, Administrator of Planning & Zoning

Recommended Action: Approve Ordinance No. 24-05 Rezoning Property Located at 612 E. 7th Avenue From Single-Family Detached to Single-Family Attached.

4) Award KDOT CCLIP-SP US50 Highway from Graphic Arts Rd to Prairie Street.

Presented by: Jim Ubert, City Engineer

Recommended Action: The staff recommends awarding the project to Killough Construction for the bid amount of \$786,903.80.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for February 7, 2024.
- 2) KAW Valley Engineering Agreement for Design Service of RCB Box Bridge in 6th Avenue near Overlander Road.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Danny Giefer

Vice Mayor Erren Harter

Commissioner Susan Brinkman

Commissioner Jamie Sauder

Commissioner Becky Smith

EXECUTIVE SESSION

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

Recess into Executive Session to discuss confidential matters of a third party for a potential development project for 15 minutes and to invite Tayler Wash, Special Projects Director, and Jim Ubert, City Engineer, and stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Year End Financial Report.
- 2) Burning of Leaves.
- 3) Review Transfer of Quaker Park to the Emporia Land Bank.
- 4) Neighborhood Revitalization Area Map Update.
- 5) Weed Ordinance
- 6) KDHE MS4 NPDES Permit Discussion.
- 7) Civic Leadership Institute Proposal

ADJOURNMENT



PROCLAMATION

WHEREAS: February 1-29, 2024, has been designated Career and Technical Education (CTE) Month® by the Association for Career and Technical Education and supported by Flint Hills Technical College; and

WHEREAS: at Flint Hills Technical College, CTE programming offers students the opportunity to gain the academic, technical, and employability skills necessary for true career readiness; and

WHEREAS: students in CTE programs at Flint Hills Technical College participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

WHEREAS: CTE provides students with career exploration opportunities earlier in their college educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways with Flint Hills Technical College and its educational partners; and

WHEREAS: leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields, such as advanced manufacturing, cybersecurity, energy, health care, information technology, and transportation; and

WHEREAS: CTE programs with Flint Hills Technical College prepare students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of certificates, degrees, and industry-recognized credentials; and

WHEREAS: CTE programs with Flint Hills Technical College ensure that employers have access to a qualified and thriving workforce, ensuring our region and nation is a strong and competitive economy;

NOW, THEREFORE, I, Danny Giefer, Mayor of the City of Emporia do hereby proclaim February 1-29, 2024, as

Career and Technical Education Month

in Emporia, and urge all citizens to become familiar with the services and benefits offered by the CTE programs at Flint Hills Technical College in this community and to support and participate in these programs to enhance their individual skills and productivity.

On this 21st Day of February 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



Commission Action Report

Wastewater rate increase

Title: Wastewater rate increase

Agenda Date: February 21, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

A new wastewater treatment plant was built and put into service in 2018. A Kansas Water Pollution Control Revolving Loan in the amount of \$32,285,000 was used to pay for the upgrades that were required by the EPA to renew our license. The annual debt payment is \$1,740,329.76 with the first payment due and made on March 1, 2019. This debt payment would cause each user to pay \$16.11 more each month. Wastewater rates were increased in 2016, 2018, 2019, 2020 and 2021. However, the increases totaled approximately \$9.38 per month per user. Various options have been presented to the commission over the past month.

Discussion:

The reserves in the wastewater fund have been used to make the annual bond payment and have been steadily declining. The standard debt service ratio is 1.25%. In 2023 the debt service ratio in the wastewater fund is .48%. The low ratio indicates the rates are not sufficient to cover the debt service payments.

Financial considerations:

An average 7.14% rate increase is proposed. This equates to approximately \$3.00 more per month for an average water consumption of 5,000 gallons.

Recommended action:

Approve Ordinance 24-04 effective March 1, 2024

Attachments:

Ordinance 24-04

ORDINANCE NO. 24-04

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO SEWER RATES; AMENDING SECTION 28-144 SCHEDULE OF CHARGES.

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

Section 1. Section 28-144 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-144 Schedule of Charges:

The following schedule of charges, which includes a portion designated as the user charges, will be implemented. The user charge portion is to be for the payment of costs of operation and maintenance (including replacement) of the wastewater collection and treatment system.

- (1) *Monthly Service Charge*: A monthly service charge for all metered users is established as follows:

Meter Size (Inches)	Inside City	Outside City
5/8	22.85	45.70
3/4	23.39	46.77
1	23.70	47.40
1 ½	24.62	49.24
2	32.05	64.10
3	47.77	95.56
4	68.45	136.89
6	122.33	244.68
8	193.30	386.61
10	286.87	573.72

Exception: Those single-family residences with meters larger than five-eighths inch (5/8”) will be charged at the five-eighths inch (5/8”) rate.

- (2) *Residential Metered Quantity Charge*: Additional quantity charges for the residential classification, as defined in section 28-142 of this division, shall be based upon the average monthly billable water usage during the months of January thru March, at the following rates:

Inside City	Outside City
\$4.44 per 1,000 gallons	\$8.88 per 1,000 gallons

All residential users for which an average cannot be established from usage for January thru March shall be billed on the basis of eighty-five percent (85%) of their monthly usage of water until such average can be established.

(3) *Metered Quantity Charge For All Classifications Except Residential:* Additional quantity charges for all classifications except residential shall be based upon one hundred percent (100%) of metered water usage, except as provided for in section 28-150 of this division, at the following rates:

Inside City	Outside City
\$4.44 per 1,000 gallons	\$8.88 per 1,000 gallons

Section 2. Section 28-144, as amended, shall be incorporated into the Code of Ordinances of the City of Emporia.

Section 3. The provisions of this ordinance shall take effect on March 1, 2024 after publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 21st day of February 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Emporia Planning Commission/Board of Zoning Appeals Appointments

Title: Appoint Members to the Emporia Planning Commission/Board of Zoning Appeals

Agenda Date: February 21, 2024

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The Emporia Planning Commission/ Board of Zoning Appeals currently has two members who have fulfilled their two-term limit and need to rotate off the Commission/Board. Each member is allowed to continue to serve until replacements can be appointed.

Discussion:

Commissioners Sauder and Harter and the Planning & Zoning Administrator have met with the nominees and have recommended their appointment. The nominees are as follows:

Lillian Lingenfelter – 3-year term to expire 12-31-2027

Stan Fowler – 3-year term to expire 12-31-2027

Financial considerations:

N/A

Recommended action:

Appoint Stan Fowler, and Lillian Lingenfelter to the Emporia Planning Commission/ Board of Zoning Appeals

Attachments:

Nominee Applications

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, November 25, 2023 6:38:21 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Emporia-Lyon County Metropolitan Area Planning Commission /
Board of Zoning Appeals

Personal Information

First Name	Stanley
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Last Name	Fowler
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Address1	14 So. Barbie
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Address2	P. O. Box 911
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City	Emporia
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State	KS
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Zip	66801
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Home Phone Number	6203441503
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Business Address	15 E. 6th Ave
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Business Phone Number	6203439433
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Occupation	Owner Printing Plus
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Email Address	printingplusemporia@gmail.com
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Residency Information

Length of Residency in Emporia	Life 66 years
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Are you a registered voter	Yes
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Education and Hobbies

High School	EHS 1975
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College	Classes at ESU
Trade or Business School	Flint Hills Vo-Tech, Certificates in both Vo-Ag and Graphic Arts
Hobbies	Antique Tractors and Farming
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please, list organization memberships and positions held.	Served as County Commissioner, 1992 - 96
Please, list areas of special interest.	I own property (Residential, Commercial in Emporia and Farm land within 2 miles of Emporia. In what was the metro planning area.
Please, enter basic resume information below.	Stanley Fowler, 66 years old, Wife, Barbara (retired teacher) 14 So. Barbie, Son, Matthew, chair of TGT Daughter, Kelsey Floyed, Asst County Attorney, Harvey County
Please, enter why you would like to be a member of this board or commission.	I think I have a open mind and being a former County Commissioner I want to see Emporia and the area expand and grow. My family has been here since 1855.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, November 11, 2023 10:25:17 AM

Board Application Form

Select the Board, Commission, or Committee applying for

Emporia-Lyon County Metropolitan Area Planning Commissions

Personal Information

First Name Lillian

Last Name Lingenfelter

Address1 1715 W Wilman Ct

Address2 *Field not completed.*

City Emporia

State KS

Zip 66801-5551

Home Phone Number 9135306709

Business Address 1715 W Wilman Ct

Business Phone Number 9135306709

Occupation Teacher

Email Address lglingenfelter@gmail.com

Residency Information

Length of Residency in Emporia 9 years

Are you a registered voter Yes

Education and Hobbies

High School Spring Hill High School

College	Emporia State University, American University
Trade or Business School	<i>Field not completed.</i>
Hobbies	<i>Field not completed.</i>
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	USD 253 School Board (Vice President), Sigma Sigma Sigma Sorority Chapter Advisory Board (Chair)
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	<i>Field not completed.</i>
Please, list organization memberships and positions held.	<i>Field not completed.</i>
Please, list areas of special interest.	<i>Field not completed.</i>
Please, enter basic resume information below.	American University- 2019 Washington, DC M.Ed. Education Policy and Leadership Emporia State University- 2018, BSE Secondary Education, Social Sciences Minors: Political Science, Spanish Language & Literature 2017 Women's Advocate Award Winner, Future Teacher of Promise Elberta Harris Scholar, Emporia State Honors College Student Burlington High School USD 244 (July 2022- Present) Social Studies Teacher (9-12), Forensics Coach Peabody-Burns High School USD 398 (August 2018-June 2022) Social Studies Teacher (8-12) (Speech & Debate Coach, National Honor Society and Student Government Sponsor) Communities In Schools of Mid-America (2017-2018) AmeriCorps VISTA, Operations Coordinator Kansas Horizon Award Winner- 2019 Rural School Leadership Academy Teach for America- 2021-2022

School Board Partners Fellow- 2023
Sigma Sigma Sigma Sorority National Outstanding Advisor- 2023
Kansas Emerging Leaders- 2023

Please, enter why you would like to be a member of this board or commission.

I am interested in growing and developing Emporia into a regional hub that not only goes above and beyond to meet the needs of our community, but also is a magnet for young professionals and families looking for a place to put down roots. It is important to me to advocate for growth while supporting sustainable long range planning for our community.

Email not displaying correctly? [View it in your browser.](#)



Commission Action Report

Ordinance No. 24-05 Rezoning Property Located at
612 E 7th Avenue
From Single-Family Detached (SF-D)
to Single-Family Attached (SF-A)

Title: Ordinance No. 24-05 Rezoning Property Located at 612 E. 7th Avenue
from Single-Family Detached (SF-D) to Single-Family Attached (SF-A)

Agenda Date: February 21, 2024

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The owner of the property located at 612 E. 7th Avenue has requested that the property be rezoned from Single-Family Detached (SF-D) to Single-Family Attached (SF-A). The subject property has an existing house located on the west portion of the property with a large vacant area east of the house.

The Planning Commission, at their January 16, 2024, meeting, conducted the required public hearing and made a recommendation for approval to the City Commission.

Discussion:

The proposed rezoning would allow the property owner options to use the vacant portion of the lot (approximately 4,200 sq. ft.) for residential purposes. The SF-A parcel type would allow for an additional detached house or a single-family attached house with a maximum of two units to be built on the property.

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:

Adopt Ordinance No. 24-05 Rezoning Property Located at 612 E. 7th Avenue from Single-Family Detached (SF-D) to Single-Family Attached (SF-A)

Attachments:

Rezoning Ordinance No. 24-05

Aerial Location Map

Area Zoning Map

Excerpt of Minutes from Planning Commission meeting including the Staff Report

ORDINANCE NO. 24-05

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM SINGLE FAMILY DETACHED (SF-D) PARCEL TYPE TO SINGLE FAMILY ATTACHED (SF-A) PARCEL TYPE 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 property is hereby rezoned from Single-Family Detached (SF-D) Parcel Type to that of Single-Family Attached (SF-A) Parcel Type to wit:

Lot 101 On East Street, In The City Of Emporia, Lyon County, Kansas

And generally located: 612 East 7th Avenue, Emporia, KS

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 21st day of February, 2023.

DANNY GIEFER, Mayor

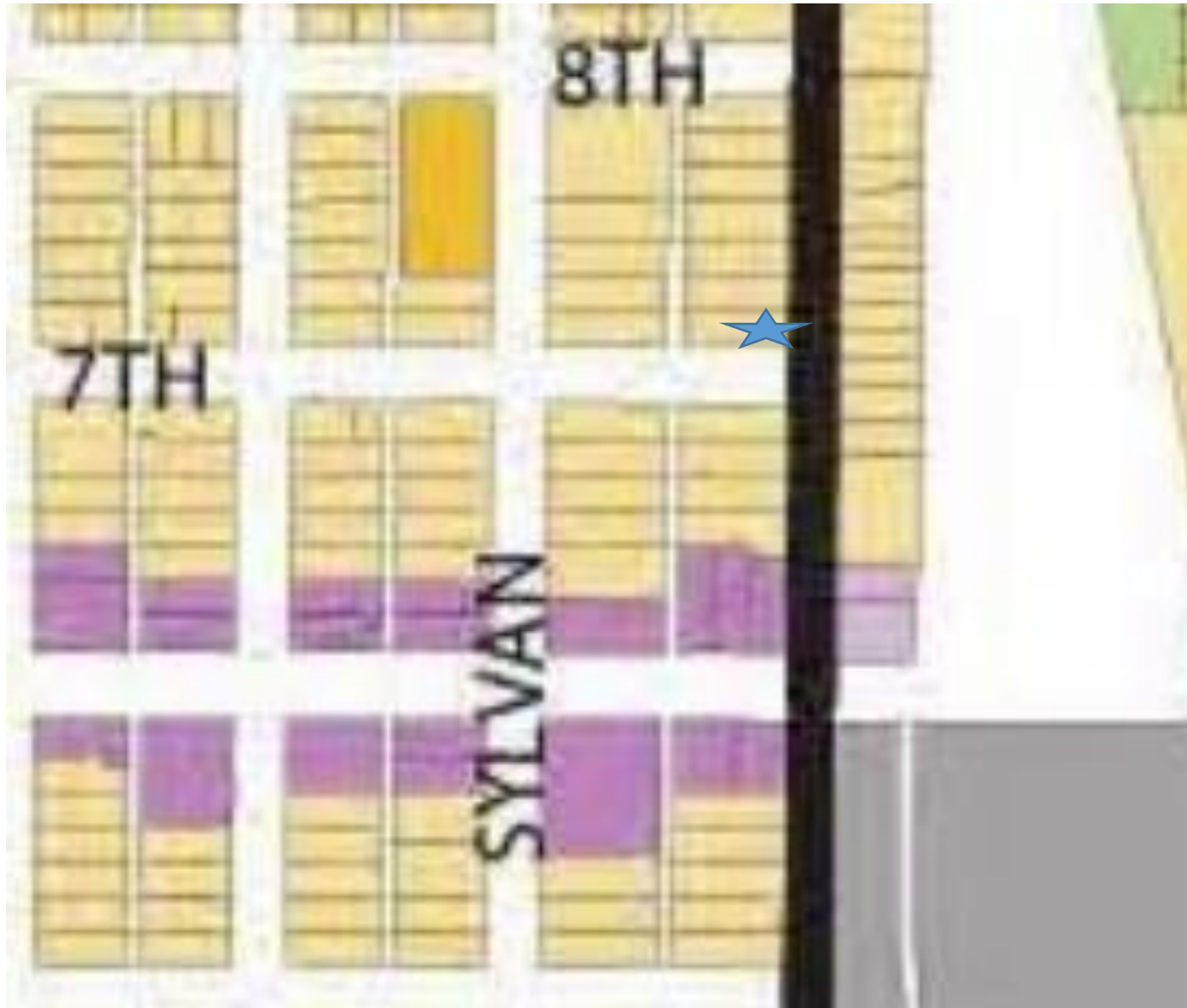
ATTEST:

KERRY SULL, City Clerk

612 East 7th
Aerial Photo



612 East 7th
Zoning Map



EXCERPT OF MINUTES- 01/16/2024

EMPORIA - LYON COUNTY METROPOLITAN AREA PLANNING COMMISSION

The Planning Commission met in a regular session on Tuesday, January 16, 2024, with Chair Rogers presiding. Members Duncan, Barnes, Thomas, Ogle, and Bucklinger were present. Commissioner Weaver was absent.

City staff: Justin Givens was present.

Chair Rogers called the meeting to order.

1b. Consider Application PC 2024-01, a Request to Rezone Property at 612 E 7th ST From Single-Family Detached (SF-D) to Single-Family Attached (SF-A)

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

Chair Rogers asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No Commissioners needed to recuse themselves or report any ex-parte communications.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2024-01

Applicants: Thomas Felts, Felts Properties, LLC

Requested Action: Consider a request to rezone a single property from Single-Family Detached (SF-D) to Single-Family Attached (SF-A).

Purpose: Applicant desires the rezoning to facilitate future residential construction.

Address: 612 E 7th St., Emporia, KS

Legal description: Lot 101 On East Street, In The City Of Emporia, Lyon County, Kansas, According To The Recorded Plat Thereof.

Lot Size: 50' x 170' 8,500 sq. ft.

Existing Zoning: Single-Family Detached

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

Surrounding Zoning:

North – Single-Family Detached

East – Single-Family Detached

South – Single-Family Detached

West – Single-Family Detached

Surrounding Actual Uses:

North – Single-Family Detached Residential Units

East – Single-Family Detached Residential Units

South – Single-Family Detached Residential Units

West – Single-Family Detached Residential Units

Analysis: The applicant is exploring options to develop multiple units on his property at 612 E 7th St. The current house is situated that a second unit could be built to the east, but based on current zoning would require a lot split. The residual lot would not meet our requirements for approval and therefore that applicant has requested a change in zoning to Single-Family Attached (SF-A). SF-A zoning would allow the applicant to build a new dwelling unit to the east of the existing unit, or as an alternative, demo the existing dwelling and build a new single-family attached unit on the property.

Considerations: 9.8.3.a.8. Factors to be Considered for 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 or approval would be consistent with these regulations;
Staff feels that the change in zoning would be consistent with the regulations. The applicant would be eligible to build an accessory dwelling unit on the property except for the location of the existing dwelling unit being located closer to the alley and more lot space to the east. The change in zoning would allow the applicant to have either two separate dwelling units or one larger duplex on the property.
2. The character and condition of the neighborhood and its effect on the proposed change; **the property is located in an area that has older and mostly smaller single-family detached homes. Any new building, either a duplex or a smaller single-family unit would not have a detrimental effect on the neighborhood.**
3. The zoning and uses of properties nearby; **The surrounding zoning is Single-Family Detached, but with the lot size and the proposed change to Single-**

Family Attached, the applicant would be limited in types of residential units that could be built on this property that it would not have a negative impact.

4. The suitability of the subject property for the uses to which it has been restricted; **the property is currently a single-family dwelling unit, which makes it suitable to both the SF-D and SF-A parcel types.**
5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Staff maintains that there would not be any detrimental impact on the neighboring properties if SF-A zoning was approved. There are still limitations in place that would restrict the size of any building to remain in scale with the existing neighborhood.**
6. The length of time the subject property has remained vacant as zoned; **the balance of this property has been vacant for a lengthy amount of time. The property was platted as part of the original township as one lot and has most likely only had one structure built on it.**
7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **Staff feels that by allowing the rezoning, the property could be used to its maximum value, with little to no detriment to existing services or the surrounding properties.**
8. The recommendations of a permanent or professional planning staff; **By the virtue of this property being located on a corner lot, staff feels that an additional unit or new duplex would not have a negative impact on the surrounding properties, and feels that the proposal is consistent with the Comprehensive Plan.**
9. The conformance of the requested change to Plan ELC; **Plan ELC states that the demand for middle income one and two bedroom units is the highest demand in Emporia and this project would help to increase infill housing**
10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications: As of writing this report, Staff has had no inquiries about the proposed rezoning.

Recommendation: Staff recommends the Planning Commission make a motion of approval for the Rezoning to the Governing Body based on the following;

- 1) The request is consistent with the Comprehensive Plan;
- 2) The request conforms to the intent of the Zoning Regulations

- 3) There would not be a negative impact on the existing neighborhood

Attachments: Aerial Map | Current Zoning Map

The Public Hearing was opened.

Thomas Felts, 1626 Trowman Way (owner and applicant), spoke in favor of the rezoning. He stated that his intention was to build either a duplex or additional single-family structure on the balance of the property, while keeping the existing home. Mr. Felts stated that the existing home had been recently renovated and he was currently renting the property.

The Public Hearing was closed.

Commissioner Bucklinger asked about whether this rezoning would be considered a spot zoning. **Givens** responded that yes, it would technically be considered spot zoning, but discussed that rezoning, such as this, were contemplated when adopting the new zoning regulations and anticipated based on the new regulations.

Commissioner Bucklinger expressed concerns about setting precedent allowing spot zonings and had previously denied a similar request. **Givens** stated that the Planning Commission had also recently approved a similar request also. **Givens** stated that the up zoning to Single-Family Attached from Single-Family Detached was not as concerning from a planning standpoint, and that the allowed uses within each parcel type were very compatible.

Commissioner Duncan asked about the minimum lot size that would allow for a lot split. **Givens** stated that the minimum lot size for infill development in the single-family detached zoning would be 6,500 sq. ft. and would be 2,000 square feet per unit for single-family attached parcel types.

Commissioners discussed the number or size of lots or area that would be required for this action to not be considered spot zoning with no determination as to what a minimum number would be.

Commissioner Barnes made a motion to recommend approval of the rezoning based on the findings of; 1) the request is consistent with the Comprehensive Plan; 2) the request conforms to the intent of the Zoning Regulations; 3) there would not be a negative impact on the existing neighborhood. Commissioner Ogle seconded the motion. The motion carried 4-2 (Duncan & Bucklinger).

Adjournment: With no further discussion, the meeting was adjourned.

Respectfully Submitted,

Justin Givens, Secretary



Commission Action Report

Award CCLIP Surface Preservation FY2024

Title: Award CCLIP Surface Preservation FY2024 US-50 Highway from Graphic Arts Road to Prairie Street, KDOT Project No. 56 U-2465-01 Project No. PV2305

Agenda Date: February 21, 2024

Presented By: James Uberty, City Engineer

Background:

KDOT approved funding of City's CCLIP SP project for KDOT FY2024. KDOT participates 90% to City share of 10% up to \$400,000.00 of participating costs.

Discussion:

The City of Emporia Engineer's Office publicly opened bids on Tuesday, February 13, 2024 at 2:00 pm for the CCLIP FY2024 Surface Preservation US-50 Highway from Graphic Arts Road to Prairie Street, KDOT Project No. 56 U-2465-01, Project No. PV2305. The Engineering Office received a total of two (2) bids for this project. The received bids and Engineer's Estimate are as follows:

Contractor	Total Bid
Killough Construction	\$786,903.80
APAC-Kansas, Shear's Division	\$805,970.97
Engineer's Estimate	\$815,496.55

Financial considerations:

KDOT is funding \$400,000.00 of this CCLIP project with the remaining funds being provided by the multi-year fund.

Recommended action:

The staff recommends awarding the project to Killough Construction for the bid amount of \$786,903.80.

Attachments:

Bid tabulation is attached.

CITY OF EMPORIA, KS
BID TABULATION
FOR CCLIP SURFACE PRESERVATION US-50 HIGHWAY (GRAPHIC ARTS ROAD TO PRAIRIE STREET)
PROJECT NO. PV2305

Location: City of Emporia Engineering Department
Bids Opened: 2:00 pm, February 13, 2024

			Killough Construction Inc		APAC-Shears, Kansas Division Inc		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$54,150.00	\$54,150.00	\$53,629.93	\$53,629.93	\$45,000.00	\$45,000.00
42,390	S.Y.	Milling and Grinding (2" Avg. Depth)	\$3.11	\$131,832.90	\$3.82	\$161,929.80	\$2.82	\$119,539.80
5,116	TONS	HMA (Commercial Grade) (Class A) (2" Avg. Depth)	\$104.40	\$534,110.40	\$100.10	\$512,111.60	\$110.00	\$562,760.00
1	Ea.	Utility Adjustment (Valve Box Riser)	\$1,500.00	\$1,500.00	\$676.71	\$676.71	\$250.00	\$250.00
1	Ea.	Utility Adjustment (Manhole Riser)	\$2,500.00	\$2,500.00	\$676.71	\$676.71	\$350.00	\$350.00
12,165	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4")	\$1.00	\$12,165.00	\$1.09	\$13,259.85	\$0.95	\$11,556.75
3,982	L.F.	Pavement Marking (Thermoplastic) (White) (6")	\$1.25	\$4,977.50	\$1.36	\$5,415.52	\$1.50	\$5,973.00
1,003	L.F.	Pavement Marking (Intersection Grade) (White) (24")	\$15.00	\$15,045.00	\$16.30	\$16,348.90	\$12.00	\$12,036.00
1	Ea.	Pavement Marking (Intersection Grade) (White) (Right Turn Arrow)	\$250.00	\$250.00	\$271.74	\$271.74	\$300.00	\$300.00
37	Ea.	Pavement Marking (Intersection Grade) (White) (Left Turn Arrow)	\$250.00	\$9,250.00	\$271.74	\$10,054.38	\$250.00	\$9,250.00
1	Ea.	Pavement Marking (Intersection Grade) (White) (Thru Arrow)	\$250.00	\$250.00	\$271.74	\$271.74	\$300.00	\$300.00
2	Ea.	Pavement Marking (Intersection Grade) (White) (Thru/Right Arrow)	\$400.00	\$800.00	\$434.79	\$869.58	\$400.00	\$800.00
1,566	L.F.	Pavement Marking (Multi-Component) (Yellow) (4")	\$1.50	\$2,349.00	\$1.63	\$2,552.58	\$3.00	\$4,698.00
77	L.F.	Pavement Marking (Multi-Component) (Yellow) (12" Diagonal)	\$10.00	\$770.00	\$10.87	\$836.99	\$5.00	\$385.00
440	L.F.	Pavement Marking (Mutli-Component) (White) (6")	\$1.50	\$660.00	\$1.63	\$717.20	\$3.00	\$1,320.00
2,302	L.F.	Pavement Marking Removal	\$2.00	\$4,604.00	\$2.17	\$4,995.34	\$1.50	\$3,453.00
1	L.S.	Traffic Control	\$11,365.00	\$11,365.00	\$19,694.82	\$19,694.82	\$35,000.00	\$35,000.00
1	HR.	Flagger (Set Price)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1	L.S.	Maintenance Bond	\$300.00	\$300.00	\$1,632.58	\$1,632.58	\$2,500.00	\$2,500.00
TOTAL AMOUNT OF BASE BID:			\$786,903.80		\$805,970.97		\$815,496.55	



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: February 21, 2024
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 January 2024 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	\$ 516,306.92	\$ 517,369.36	Increase of \$1,062.44 for the month, and
			Overall increase of 0.21% from year 2023.
YTD	\$ 516,306.92	\$ 517,369.36	

City Share from County Tax

	2023	2024	
	\$ 265,044.38	\$ 267,962.91	Increase of \$2,918.53 for the month, and
			Overall increase of 1.09% from year 2023.
YTD	\$ 265,044.38	\$ 267,962.91	

Building Permits issued from 1/1/2024 to 1/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	16
Total of valuations associated with those building permits:	\$ 663,737.00
Total number of dollars collected for Building Permit Fees:	\$ 3,655.00
Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for January 2024	\$ 16,709.02
YTD	\$ 16,709.02

Pavilions CID for January 2024	\$ 17,150.98
CID #2	\$ 17,150.98
YTD	\$ 34,301.96

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, February 7, 2024, with Mayor Giefer presiding and Commissioners Brinkman, Harter, Sauder, and Smith present. Also present were City Manager Cocking, Assistant City Manager Detter, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

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

No comments were made at this time.

**PAVING
(Close Out CDBG Highland Street Project No. 22-PF-006)
(Public Hearing)**

Mark Detter, Assistant City Manager, was recognized and addressed the Governing Body. He stated the City of Emporia is required to hold a public hearing for the purpose of closing out CDBG Project No. 22-PF-006 for the Highland Street Project. The project consisted of the construction of Highland Street including the construction of a waterline, storm sewer and sanitary sewer improvements on Highland Street between 12th Avenue and 16th Avenue. He stated a letter from Kansas Department of Commerce CDBG Project detailing the final monitoring of the project, including the completion of the project after two months of construction and the project meeting the national objective of benefitting low-moderate-income persons. He stated there were no concerns with the project files and the City is in good standing with the state and federal program requirements.

Mayor Giefer then declared the public hearing open.

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

**CITY COMMISSION
(Board Appointment)**

Natural Resources Advisory Board:

It was moved by Commissioner Sauder seconded by Commissioner Smith that Brenda Koerner and Colleen Mitchell be appointed to the Natural Resources Advisory Board to fill terms that expire on December 31, 2027. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

**PAVING
(Industrial Park IV Road Improvements)
(Road F from US Highway 50 to Road 180 – Project No. PV1907)
(KDOT Project No. 56 KA 5281-01)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the Industrial Park IV Road Improvements, Road F from US Highway 50 to Road 180, will create a near shovel ready 99 acres of the 147-acre industrial park tract along Road F. The road improvements will consist of grading, curb and gutter, asphalt paving, a ten-foot-wide concrete path and storm sewer. The bids are as follows:

Contractor	Base Bid	Add Alternate Bid	Total Bid
<i>Bruce Davis Construction, LLC</i>	<i>\$2,034,509.57</i>	<i>\$57,834.35</i>	<i>\$2,092,342.82</i>
Ebert Construction	\$2,132,729.89	\$67,609.57	\$2,200,339.46
Killough Construction	\$2,198,126.77	\$63,608.00	\$2,261,734.77
Vogts Parga Construction	\$2,213,960.73	\$77,675.00	\$2,291,635.73
APAC-Kansas, Shears Division, Inc.	\$2,284,296.96	\$64,260.79	
\$2,348,559.75			
Engineer's Estimate	\$2,270,300.00	\$78,485.00	\$2,348,785.30

He stated KDOT has agreed to pay 100% of construction costs up to \$1,350,000.00 with the remaining costs paid from the Multi-Year Fund. Staff recommends awarding the base

bid project to Bruce Davis Construction, LLC for the total bid amount of \$2,034,509.57 subject to KDOT approval.

Following further discussion Commissioner Smith made a motion to award the base bid to Bruce Davis Construction, LLC for Industrial Park IV Road Improvements Road F from US-50 Hwy to Road 180, City Project No. PV1907, KDOT Project No. 56 KA 5281-01 for the total bid amount of \$2,034,509.57. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

**PAVING
(Kansas Department of Transportation)
(CCLIP FY 2025 SP Mill and Overlay on K-99 Highway)
(Commercial St. from Kansas Avenue to 3rd Avenue)
(K-99 Merchant St. from 12th Avenue to I-35 Highway)
(Agreement)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City of Emporia was awarded the mill and overlay project on K-99 Highway. The mill and overlay project will provide needed maintenance and repair for a portion of K-99 Highway, Commercial Street from Kansas Avenue to 3rd Avenue and K-99 Highway, Merchant Street from 12th Avenue to I-35 Highway. KDOT has allocated \$400,000.00 for construction and construction engineering. The City will be responsible for all preliminary engineering, right-of-way and utility costs, 10% of approved costs up to the \$400,000.00 and all other costs over that amount. He stated staff recommends accepting the KDOT CCLIP agreement for mill and overly on K-99 Highway Commercial Street from Kansas Avenue to 3rd Avenue and K-99 Highway Merchant Street from 12th Avenue to I-35 Highway project and authorize the mayor to sign KDOT agreement 26-24.

Commissioner Harter made a motion to accept KDOT CCLIP FY2025 SP agreement for the mill and overlay on K-99 Highway Commercial Street from Kansas Avenue to 3rd Avenue and K-99 Highway Merchant Street from 12th Avenue to I-35 Highway and authorize the mayor to sign KDOT Agreement 26-24. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye;

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

**CITY COMMISSION
(Emporia Public Library)
(Memorandum of Understanding)
(Remote Library Booklocker)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated the Emporia Public Library has identified a community need for a remote booklocker in the Peter Pan Park area and has worked with city staff to identify a suitable location. This Memorandum of Understanding (MOU) states the City agrees that Emporia Public Library (EPL) may place a booklocker in Peter Pan Park at the location depicted on the map marked as "Exhibit A" included in the agreement. The City will install and maintain a concrete pad suitable to support the booklocker and shelter placement based on specifications provided by EPL. The City will pay any cost associated with extension of electrical service to the pad and ongoing electrical service. EPL will purchase a booklocker, and shelter and pay associated installation costs. EPL will be responsible for the cost of maintaining the booklocker and shelter, including technology and exterior appearance. EPL will install and maintain a security camera and pay the cost of service of data. The City will not be held responsible for any damage that may occur to the booklocker and/or shelter. Either party may terminate this MOU by providing 6 months written notice to the other party.

She stated staff recommends approval of the Memorandum of Understanding with Emporia Public Library.

Following further discussion, Commissioner Brinkman made a motion to approve the Memorandum of Understanding with Emporia Public Library. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

**CITY COMMISSION
(Memorandum of Understanding)
(Emporia Recreation Center)
(Emporia Unified School District No. 253)
(Establish Steering Committee Representatives)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated City staff, Recreation Commission staff and USD 253 staff have collaborated on an Memorandum of Understanding to establish a steering committee to explore options for renovations, expansion, and /or construction of new recreational facilities to improve quality of life of community members. She stated the Steering Committee is established to identify priorities and provide guidance for the implementation of the Project. She stated the MOU establishes a steering committee with members representing and appointed by all parties. The steering committee will be tasked with producing a Request for Qualifications (RFQ) seeking a Construction Manager at Risk (CMAR) and Architect for the project by March 15, 2024 and making recommendations to the City Commission and other entities. Should the project move forward, the Recreation Commission agrees to pay preconstruction costs up to a maximum of \$200,000.00. This MOU is executed as of the date of the last signature and is effective through December 31, 2024, at which time it will expire. She stated staff recommends approval of the MOU.

Following further discussion, Commissioner Smith made a motion to approve the Memorandum of Understanding with the Emporia Recreation Commission and Emporia Unified School District 253. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

Consent Agenda

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

- a. Minutes of Regular Commission Meeting Held on January 17, 2024.
- b. Purchase of Mechanical CPR Devices.

- c. Purchase of Monitor/Defibrillator.
- d. Purchase of Power Cot.
- e. Supplemental No. 1 to Agreement with BG Consultants for Flint Hills Crossing – Phase 1.
- f. Purchase of Roll-off Boxes.
- g. Ordinance No. 24-03 Pertaining to Park and Recreation

AN ORDINANCE PERTAINING TO PARKS AND RECREATION, AMENDING SECTIONS 18-1, 18-5, 18-7 AND 18-8; ADOPTING SECTIONS 18-9, 18-10, 18-11, 18-12 AND 18-13; AND REPEALING SECTIONS 18-122, 18-123, 18-125, 18-126, 18-127 AND 18-128 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance 24-03, was presented to the Governing Body for their consideration.

The vote follows: Commissioner Sauder aye; Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Giefer, 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 FEBRUARY 21, 2024, MEETING.

- KDOT CCLIP.

STUDY SESSION

- Year End Financial Report.
- Discuss Burning of Leaves.
- Discuss Petition Process/Quaker Park.
- Discuss NRP Map Amendments.

CITY COMMISSION (Public Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public. No comments were made at this time.

EXECUTIVE SESSION

Commissioner Smith made a motion to recess into Executive Session to discuss confidential matters of a third party for a potential development project resuming the open meeting in the City Commission Meeting Room, this same date, at 11:35 a.m. and invite Tayler Wash, Director of Special Projects. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

Upon reconvening the meeting in Regular Session, at 11:35 a.m., this same date in the City Commission Meeting Room, Mayor Giefer stated they had discussed confidential matters of a third party for a potential development project and the following action was taken:

City Manager Cocking stated the City has been working with Jeremy Rusco toward a path to preserve disc golf in Emporia, where we can see our legacy as the world capital of disc golf, by helping Mr. Rusco with this project. In order to do that there are six steps that will need to be approved. The first is a \$500,000.00 ten-year forgivable loan. The second would be a mortgage that would be placed on the property creating the right of first refusal for the property. If the property does sell within that 10-year time frame the City would get the principal back. There is also provisions for interest if they are not hosting a competitive disc golf tournament they have agreed to. The third is a Subordination Agreement where ESB would have the primary place on the loan and the City would have the secondary place. The fourth is an agreement for Reeble Park easement maintenance. The fifth is a Parking Access Easement for Reeble Park, to be filed with the County; and the sixth is an Easement Agreement to enter the property to perform utility work, to be filed with the County. He stated he was recommending approval of all documents as discussed.

Commissioner Harter made a motion to approve all six documents with Dynamic Brewing, LLC d/b/a Champions Landing. Commissioner Sauder seconded the motion.

Commissioner Sauder stated he was excited to see Jeremy continue to invest in the community and it was important to maintain our status in the disc golf world as a community and how important this investment is to that industry.

Mayor Giefer stated this is wonderful for the City and it was nice to see the move from something that will be better than before.

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

EXECUTIVE SESSION

Commissioner Smith made a motion to recess into Executive Session for preliminary discussion of the acquisition of real property resuming the open meeting in the City Commission Meeting Room, this same date, at 11:50 a.m. and invite Tayler Wash, Director of Special Projects and Jim Ubert, City Engineer. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

Upon reconvening the meeting in Regular Session at 11:50 a.m., this same date, in the City Commission Meeting Room, Mayor Giefer stated they had preliminary discussion of the acquisition of real property and the following action was taken:

City Attorney Montgomery stated the city staff is recommending the City pursue eminent domain for several easements and right-of-way that are required in conjunction with the Kretsinger Development Project. She stated she has prepared four different resolutions to initiate the process for eminent domain. Resolution Number 3722, a resolution to appropriate permanent drainage easement in a legally described property in the resolution.

Commissioner Smith made a motion to approve Resolution Number 3722. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye;

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

Resolution Number 3723, a resolution to appropriate street right of way in a legally described property in the resolution.

Commissioner Smith made a motion to approve Resolution Number 3723. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; and Mayor Giefer, aye.

Resolution Number 3724, a resolution to appropriate permanent sanitary sewer easement and temporary construction easement in a legally described property in the resolution.

Commissioner Smith made a motion to approve Resolution Number 3724. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer.

Resolution Number 3725, a resolution to appropriate permanent utility easement in a legally described property in the resolution.

Commissioner Smith made a motion to approve Resolution Number 3725. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

Commissioner Smith made a motion to recess the meeting until 1:15 p.m. to Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

STUDY SESSION:

1. Discuss Wastewater Rates.
2. Discuss 2024 Street Rehabilitation Project.

3. Discuss Event Fencing.
4. Update on Economic Development Structure Advisory Taskforce.

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

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Kaw Valley Engineering Agreement

Title: Agreement between City and Kaw Valley Engineering, Inc. for Professional Engineering Services for 6th Avenue RCB Box Bridge Design

Agenda Date: February 21, 2024

Presented By: James Ubert, City Engineer

Background:

Michelin is adding a product line to Industrial Park II along Overlander Road with 30 new jobs. KDOT is funding \$2.5M of the \$4.65M proposed Overlander Road paving, utility and RCB Bridge along 6th Ave improvements. The project consists of reconstruction of two lane open ditch rural roadway with three lane curb and gutter, and storm-sewer improvements to City industrial roadway standard. This will include the intersection of Overlander Road & 6th Avenue, pavement along 6th Avenue to the RCB box bridge, and removal and reconstruction of the 1930's construction (load rating restricted) RCB box bridge on 6th Ave near Overlander Road. Additionally 2,500 linear feet of 12" watermain (cast iron pipe with a history of breaks) shall be reconstructed out from under the proposed pavement.

Discussion:

N/A

Financial considerations:

The project will be financed by KDOT Economic Development (paying \$2,500,000) and the City will pay \$2,150,000.

Recommended action:

Approve the Agreement between the City of Emporia and Kaw Valley Engineering.

Attachments:

Kaw Valley Engineering Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), by and between the **City of Emporia, Kansas**, located at **104 E. 5th Avenue, Emporia, KS 66801**, ("Client"), and **Kaw Valley Engineering, Inc.**, located at **20 E. 5th Avenue, Emporia, KS 66801**, ("KVE"):

WHEREAS, Client intends to **replace the 6th Avenue Bridge over a Tributary of the Cottonwood River approximately 400 feet east of the 6th Avenue & Overlander Road intersection using KDOT Economic Development funding. The bridge replacement work will be let to a contractor by the City of Emporia. The proposed bridge is anticipated to be a reinforced concrete box** (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Basic Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

Engineering Scope:

1. Please see Exhibit A.

State Requirements:

A. Third Party Beneficiary

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and KVE. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because KVE failed to comply with its contract obligations under this Agreement or because of KVE's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with KVE as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

B. Completion of Design. Completion of all plan development stages shall be no later than the current Project schedule's due dates, exclusive of delays beyond KVE's control.

C. Progress Reports. KVE to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

D. Conformity with State and Federal Requirements. KVE shall be responsible to design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

1.02 Additional Services. In addition to these Basic Scope of Services, the Client may desire additional services as Project requirements develop (the "Additional Services"). If authorized by the Client, KVE shall provide Additional Services which may include, but are not limited to:

- 1. Inspection**
- 2. Materials Testing**
- 3. Construction Staking**

1.03 Change in Scope. In the event there are changes in design criteria and/or geometrics that could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT’S RESPONSIBILITIES

2.01 Client’s Responsibilities. Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:

- A. Please see Exhibit A.**
- B.** Provide KVE with all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client’s standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
- C.** Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
- D.** Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE’s services, or any nonconformance in KVE’s Services or in the work of any other contractor on the Project.
- E.** Arrange for the safe access to and make all provisions for KVE and KVE’s employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.
- F.** Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G.** Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.

- H. The Client shall promptly report to KVE any defects or suspected defects in KVE's Services of which the Client becomes aware, so that KVE may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all Client contracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify KVE shall relieve KVE of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Professional Services by KVE.

- A. **For Basic Services.** The Client shall pay KVE for the Basic Scope of Services according to the fee schedule attached as Exhibit B per scope item, plus Direct Expenses. Hourly rates and mileage are set forth in the KVE 2024 Standard Hourly Rate Schedule, which is attached hereto as Exhibit C and incorporated herein by reference:

Total Lump Sum Fees..... \$28,979.00

- B. **For Additional Services.** Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Basic Scope of Services. The Client shall pay KVE for Additional Services performed in accordance with said Exhibit C.

- 3.02 **Payment Due.** Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.

- 3.03 **Retainer.** Client shall make an initial payment of \$ 0.00 as a retainer, upon Client's execution of this Agreement. Upon receipt of this retainer payment, KVE shall commence the Basic Scope of Services as provided for in this Agreement. The retainer shall be held by KVE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, KVE shall refund the balance to Client with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due.

- 3.04 **Late Fees.** If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) percent per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.

- 3.05 **Disputed Invoices.** In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.

- 3.06 **Suspension of Services.** If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client

shall compensate KVE for expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE may terminate this Agreement upon five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.

- 3.07 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Direct Expenses incurred through the effective date of termination.

ARTICLE IV– GENERAL CONSIDERATIONS

4.01 Standards of Performance.

- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
- B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.
- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.

F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials or create a warranty or guarantee by KVE.

4.02 Site Safety. Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.

4.03 Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of KVE's Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

4.04 Authorized Project Representatives. Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE's and Client's respective

representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

4.05 Electronic Files, Deliverables, Submittals.

- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plat and plan information and will be in AutoCAD Map compatible format. Any KDOT standard details utilized shall be in Microstation format or PDF, as provided by KDOT for the Project. If KVE's work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.
- B. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.
- C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.
- D. CADD submittals to or on behalf of Client will be prepared using AutoCAD Map and shall be considered within the Basic Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.

4.06 Opinions of Probable Cost. KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.

4.07 Use of Documents.

- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.
- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.
- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at the Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in Exhibit D, SAMPLE Acord 25 – Certificate of Liability Insurance. KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE.
- B. KVE shall deliver to Client certificate(s) of insurance evidencing the coverage indicated in Exhibit D. Such certificate(s) shall be furnished prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.

- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

4.09 Delays. The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

4.10 Termination For Cause. This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.

4.11 Controlling Law. The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement, or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.

4.12 Dispute Resolution.

- A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.

- B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

4.13 Exclusion of Special, Incidental, Indirect and Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees,. This waiver shall include, but is not limited to, loss of use of the Property or

any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.

- 4.14 No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE. KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- 4.15 Indemnification.** Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense solely arises out of and is caused by the negligent performance of the Services under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.
- 4.16 Betterment.** If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 4.17 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.18 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.19 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.20 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.21 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.22 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- 4.23 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

- 5.01 Authorization to Proceed.** By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Basic Scope of Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

- 6.01 Entire Agreement.** This Agreement, comprising pages 1 through 10, and Exhibits A-D, is the entire Agreement between the Client and KVE, which supersedes all prior communications, understandings, and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

KVE

Kaw Valley Engineering, Inc.

By: Chad D. McCullough
Chad D. McCullough, P.E.
Title: Project Manager
Date: 02/13/2024

Address for Giving Notice:
Kaw Valley Engineering, Inc.
20 E. 5th Avenue
Emporia, KS 66801

Authorized Project Representative:
Name: Chad D. McCullough, P.E.
Title: Project Manager
Phone: 785-762-5040
Fax: 785-762-7744
Email: chadm@kveng.com

CLIENT

City of Emporia, Kansas

By: _____
James Ubert, P.E.
Title: City Engineer
Date: _____

Address for Giving Notices:
City of Emporia, Kansas
522 Mechanic
Emporia, KS 66801

Authorized Project Representative:
Name: James Ubert, P.E.
Title: City Engineer
Phone: 620-343-4260
Fax: 620-343-4262
Email: jubert@emporiaks.gov

Exhibit A

Scope of Services for Professional Design Services

6th & Overlander Bridge Replacement

City of Emporia

Location: 6th Avenue Bridge over a Tributary of the Cottonwood River approximately 400 feet east of the 6th Avenue & Overlander Road intersection.

Scope of Services: The scope listed below defines the work to be completed in this professional services agreement. The Consultant shall develop bridge plan and detail sheets only as part of a larger complete set of full construction plans depicting street, storm sewer and bridge replacement improvements which are to be used in a bid package that will ultimately be let by the City. The work shall include the civil and structural engineering necessary to design and prepare final construction plans for the replacement of the existing multi-cell box bridge with a proposed multi-cell box bridge. The bridge replacement plans will be developed in stages to allow for checks at Field Check, Office Check, and Final Check. Plans and cost estimates for the bridge replacement activities shall be submitted to the City for review at each milestone.

Also included as part of the design is assistance during the bidding process with questions from contractors and suppliers, meeting attendance, reviews and approvals during construction, requests for information, and the initial bridge inspection per KDOT requirements with web portal entry upon completion of construction. All pay quantities associated with bridge replacement activities shall be paid through established KDOT bid items and constructed in accordance with the current KDOT standard specifications. As per KDOT requirements, an initial bridge inspection shall be performed upon completion of construction with an entry made for the new bridge in KDOT's web portal on the City's behalf.

Kaw Valley Engineering's fee estimate is based on the following:

1. Conduct a Kickoff Meeting with City staff and develop an initial proposed bridge layout within the AutoCAD drawing file provided by the City.
2. Perform hydrology calculations and hydraulic modeling of the existing conditions and proposed improvements using HEC-RAS software.
3. Develop Field Check plans of the proposed box bridge along with a cost estimate of bridge items to be utilized at the Field Check Meeting.
4. Produce the structural details for the proposed concrete box bridge and wingwalls to include all general notes, pay quantities and a complete bill of reinforcing steel.
5. Perform load rating of the proposed box bridge and completion of KDOT's Load Rating Summary Sheet, which shall be signed and sealed by a licensed PE in the State of Kansas.
6. Perform scour analysis of the proposed box bridge and completion of KDOT's Item 113 Justification Form.
7. Develop Office Check plans of the proposed box bridge, to include structural details and any applicable KDOT standard details, along with a cost estimate of the bridge bid items.
8. Acquire the necessary DWR and USACE permits for the bridge replacement activities (assumes that a no-rise is achievable such that FEMA map revisions are not required).

9. Develop Final Plans for the bridge replacement portion with a final cost estimate of those related items, as well as providing any special provisions, contract document or technical specification language necessary to cover any project or work items not addressed in the City's specifications of KDOT's standard specifications.
10. Attend the Pre-Bid Conference and answer any questions that may arise during the bidding process which are related to bridge replacement activities.
11. Attend the Pre-Construction Conference and answer any questions that may arise during construction, as well as providing shop drawing approvals and performing materials certification reviews which are related to bridge replacement activities. Determine need for additional right-of-way and easements.
12. Conduct the Initial Bridge Inspection upon completion of construction and entry of that information into KDOT's Local Bridge Inspection Web Portal, as well as providing a hardcopy of the bridge file to the City with all required documents included for the new bridge per State and Federal requirements.

Items not included in Scope of Services:

1. Geotechnical investigation and pavement recommendation.
2. Traffic Analysis.
3. Lighting Design.
4. Erosion Control Plan, SWPPP and NOI.
5. Pavement Marking Plan.
6. Traffic Control Plan.
7. Utility Coordination.
8. Legal Descriptions and Exhibit Drawings for Proposed Right-of-Way or Easements.
9. FEMA map revisions (assuming no-rise is achievable).

Items to be furnished or performed by the City of Emporia:

1. Design and Topographic Survey in AutoCAD.
2. Existing Right-of-Way and Easements.
3. Roadway, Intersection and Storm Sewer design in AutoCAD.
4. Typical pavement section.
5. Storm Sewer design and plan production.
6. Right-of-Way and Easement acquisition.
7. Contract front-end documents.
8. City technical specifications
9. City standard details.

Exhibit B



Fee Schedule for Professional Design Services

6th & Overlander Bridge Replacement
City of Emporia

2/6/2024

1. Project Kickoff Meeting & Initial Box Bridge/Wing Layout

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	8	\$210.00	\$1,680.00
Senior Design Technician	4	125.00	<u>500.00</u>
			\$2,180.00

Direct Expenses:

Vehicle Mileage -	140	miles @	\$0.67	=	<u>93.80</u>
					\$93.80

2. Box Bridge Hydrology & Hydraulic Modeling

Project Manager	4	\$210.00	\$840.00
Design Engineer	8	165.00	1,320.00
Senior Design Technician	2	125.00	<u>250.00</u>
			\$2,410.00

3. Box Bridge Field Check Plans, Cost Estimate & Field Check Attendance

Project Manager	12	\$210.00	\$2,520.00
Design Engineer	4	165.00	660.00
Senior Design Technician	8	125.00	<u>1,000.00</u>
			\$4,180.00

Direct Expenses:

Vehicle Mileage -	140	miles @	\$0.67	=	<u>93.80</u>
					\$93.80

4. Box Bridge/Wing Design & Detailing

Project Manager	4	\$210.00	\$840.00
Design Engineer	4	165.00	660.00
Senior Design Technician	8	125.00	<u>1,000.00</u>
			\$2,500.00

5. Box Bridge Load Rating & Signed/Sealed KDOT Load Rating Summary Sheet

Project Manager	4	\$210.00	\$840.00
Design Engineer	2	165.00	<u>330.00</u>
			\$1,170.00

6. Box Bridge Scour Analysis & KDOT Item 113 Justification Form

Project Manager	4	\$210.00	\$840.00
Design Engineer	8	165.00	<u>1,320.00</u>
			\$2,160.00

7. Box Bridge Office Check Plans, KDOT Bid Item Quantities & Revised Cost Estimate

Project Manager	8	\$210.00	\$1,680.00
Design Engineer	4	165.00	660.00
Senior Design Technician	8	125.00	<u>1,000.00</u>
			\$3,340.00

8. DWR & USACE Permit Applications

Project Manager	4	\$210.00	\$840.00
Design Engineer	2	165.00	330.00
Senior Design Technician	2	125.00	250.00
Administrative Assistant	2	75.00	<u>150.00</u>
			\$1,570.00

Direct Expenses:

DWR General Permit Fee			=	<u>\$100.00</u>
				\$100.00

9. Signed/Sealed Box Bridge Final Plans, Quality Review & Contract Document/Specification Language

Project Manager	8	\$210.00	\$1,680.00
Senior Design Technician	4	125.00	<u>500.00</u>
			\$2,180.00

10. Pre-Bid Conference Attendance & Bidding Assistance

Project Manager	12	\$210.00	<u>\$2,520.00</u>
			\$2,520.00

Direct Expenses:

Vehicle Mileage -	140	miles @	\$0.67	=	<u>\$93.80</u>
					\$93.80

11. Pre-Construction Conference Attendance, Shop Drawing Approvals & Material Certification Reviews

Project Manager	12	\$210.00	<u>\$2,520.00</u>
			\$2,520.00

Direct Expenses:

Vehicle Mileage -	140	miles @	\$0.67	=	<u>\$93.80</u>
					\$93.80

12. Initial Bridge Inspection & KDOT Web Portal Entry

Project Manager	8	\$210.00	<u>\$1,680.00</u>
			\$1,680.00

Direct Expenses:

Vehicle Mileage -	140	miles @	\$0.67	=	<u>\$93.80</u>
					\$93.80

Total for Professional Design Services	=	\$28,979.00
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This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

2024 Standard Hourly Rate Schedule

Design Services

Principal	\$240.00
Project Manager.....	210.00
Structural Engineer	195.00
Senior Design Engineer	195.00
Design Engineer	165.00
Intern Engineer	130.00
Senior CADD Technician	125.00
CADD Technician	110.00
Administrative Assistant	75.00

Surveying Services

Survey Principal	\$175.00
Survey Project Manager	150.00
Professional Land Surveyor	140.00
1 - Person Survey Party with Standard Equipment	145.00
2 - Person Survey Party with Standard Equipment	185.00
Survey Party Leader	110.00
Survey Party Technician	75.00
Survey CADD Technician	115.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$120.00
Geotechnical Engineer.....	190.00
Materials Engineer	175.00
Registered Geologist	110.00
Truck-Mounted Drill Rig with Crew	225.00
ATV-Mounted Drill Rig with Crew	250.00
Engineer Technician	80.00
Senior Engineer Technician.....	95.00
Non-Destructive Testing Technician.....	120.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project, such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	10.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White)	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.67 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2024.docx. 0124

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150
 1627 Sunflower Lane ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400
 20 E. 5th Ave ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2024

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

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

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com
INSURED Kaw Valley Engineering Inc. 2319 North Jackson Street Junction City KS 66441	License#: PC-1210733 KAWVALL-01
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Cincinnati Insurance Company	NAIC # 10677
INSURER B : North American Capacity Insurance Company	25038
INSURER C : The Cincinnati Indemnity Company	23280
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 2035802131**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		ENP 0538086	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP 0538086	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ENP 0538086	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 0538227	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional and Pollution Liability			CNP100004001	8/8/2023	8/8/2024	Each Claim \$5,000,000 Aggregate \$5,000,000

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

General Liability Coverage includes Contractual Liability - Railroads, subject to the terms and conditions of the policy.
Automobile Liability includes coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.
Re: 24th Avenue Waterline, City of Emporia, Kansas, Request for Proposal for Geotechnical Services, Project No. 21-1417E, KVE PN C22G1447.
City of Emporia is included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Emporia 104 E. 5th Ave. Emporia KS 66801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: February 21, 2024

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 March 6, 2024.

Commission Meeting :

- Award Hazardous Sidewalk Program.
- 2024 Annual Operation and Maintenance Assurance Statement for Land & Water Conservation Fund.

Study Session:

- Discuss Tyler Technology Software.
- Discuss Resolution to Adopt the Revised Compensation Plan.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: February 7, 2024

Background:

An Executive Session for discussions relating to data related to financial affairs or trade secrets of corporations, partnerships, trusts, and individuals related to potential economic development projects. k.s.a. 75-4319(b)(4) is the authority for this recess into Executive Session.

Recommended action:

Recess into Executive Session to discuss confidential matters of a third party for a potential development project for 15 minutes and to invite Tayler Wash, Special Projects Director, and Jim Ubert, City Engineer, and stating at which time the open meeting will resume.

Title: 2023 Year End Financial Report
Agenda Date: February 21, 2024
Presented By: Janet Harrouff, Director of Finance

Background

Discussion

Summary of expenses and revenue that occurred in 2023.

Financial Considerations

Historical information

Attachments

Year End Summary Memo

Each Fund summary

To: City Commissioners
From: Janet Harrouff
Date: February 21, 2023
RE: 2023 Year end summary

2023 Highlights -Due to higher interest rates the City received \$1,707,698.93 on idle funds during 2023. This is \$1,339,377 higher than the budget. Revenue across all funds was \$72,301,000 and expenses were \$68,656,000. Total salary and wages paid was \$21,195,879.1, \$1,642,452 over budget. The reserve level for the General and Solid Waste funds was above policy.

General Fund: The General Fund ended 2023 with a higher unencumbered cash balance than 2022. The balance is higher due to receiving \$2,118,649 in ARPA revenue loss funds and \$1,372,312 more in revenue. Expenses were comparable to 2022. The unencumbered ending balance compared to the adopted budget was \$3,566,549 higher.

Revenue was \$3,490,961 higher than the budget.

- Revenue Loss transfer \$2,118,649 higher
- Sales tax was \$482,057 higher,
- County wide sales tax was \$311,272 higher,
- Franchise taxes were \$219,444 lower,
- Building permits were \$4,741 lower,
- Ambulance fees were \$71,888 lower,
- Golf fees were \$216,230 higher,
- Airport fuel sales were \$34,896 higher,
- Investment interest was \$343,251 higher,
- Administration Fees were \$29,991 higher,

Expenses were \$3,089,928 lower than the budget when excess carryover is not taken into consideration. Some highlights were:

- Transferred ARPA revenue loss \$2,118,649 to project fund
- Personnel Services were \$1,377,821 higher,
- Travel & Training was \$19,461 lower,
- Software was \$42,983 higher,
- Equipment Maintenance was \$57,616 lower,
- Vehicle Maintenance was \$48,284 lower,
- Motor fuel was \$42,959 lower,
- Airport fuel was \$85,733 lower,
- Capital Outlay was \$117,134 lower,
- Contractual Services were \$113,484 lower,

Multi Year Fund: A total of \$3,755,472 was spent on numerous projects within the city limits. \$2,319,830 was spent on streets and sidewalks; \$427,979 on golf course tee box improvements, \$261,360 traffic signal improvements; \$684,581 on parking lots and \$229,762 on other building improvements. Sales tax was \$311,272 higher than the original budget. The ending cash balance is \$2,995,997 which will be carried over to 2024 for completion of 2023 projects.

Library Fund: Revenue was \$18,441 lower than the amended budget, which was mostly Ad Valorem tax payments. The library was paid all available funds.

Convention & Tourism Fund: Transient guest tax collections increased \$79,886 during 2023 compared to 2022 and was \$151,750 more than budget. \$21,528 was spent on Hammond Park Disc Golf course improvements during the year. The ending unencumbered cash balance is \$999,062, which was \$177,060 higher than budget.

Industrial Fund: Revenue was \$1,056 higher than budget. There were no expenses. The unencumbered ending cash balance was \$23,447.

Industrial Development Sales Tax Fund: Revenue was \$5,233 higher due to higher interest rates. The ending unencumbered cash balance is \$1,319,821.

Special Alcohol Fund: Liquor Tax collections were \$20,168 higher than budget. The fund has an ending unencumbered cash balance of \$120,433.

Special Park Fund: Liquor Tax collections were \$20,168 higher than budget. A mower for \$67,859 was purchased. The ending unencumbered cash balance is \$115,907.

Special Street Fund: The gas tax was \$21,642 lower than the budget. Expenses were \$105,400 lower than the budget. The unencumbered cash balance is \$179,137.

Drug Forfeitures Fund: The ending unencumbered cash balance was \$35,885. Tactical gear was purchased from prior year collections.

Bond & Interest Fund: Revenue was \$192,517 higher than the amended budgeted due to higher interest rates. The ending unencumbered cash balance was \$2,358,480. \$1,895,000 was paid on the principal balance of the bonds. The current outstanding GO bond balance is \$6,430,000.

Water Fund: Water sales were \$65,313 higher than budget. Penalties and service charges were \$10,609 higher than the budget.

Expenses were \$212,589 higher than budget. The water fund ended the year with an unencumbered cash balance of \$830,591 which is \$645,996 higher than the amended budget. The water fund has \$28,895,000 in outstanding debt.

Wastewater Fund: Wastewater charges were \$30,343 higher than budget and \$43,026 higher than 2022 collections. Expenses were \$357,376 lower than the amended budget, maintenance & repair was \$239,290 higher; debt was \$37,813 lower; contractual services were \$16,624 lower. The fund has an unencumbered cash balance of \$1,029,533, which is \$1,058,095 lower than 2022. The current outstanding debt balance is \$26,490,121.

Solid Waste Fund: The beginning unencumbered cash balance was \$69,477

higher than budget. Interest revenue was \$146,796 higher than the budget. The roll off revenue was \$51,011 lower than budget and polycart & dumpster revenue was \$39,319 higher than budget. The expenses were \$1,826,892 less than budget. Maintenance & Repair was \$72,042 higher and capital outlay was \$681,030 lower. This fund has an unencumbered cash balance of \$3,388,240.

GENERAL FUND

as of December 31, 2023 Year End Summary

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	5,716,204	5,743,514	(27,310)
Sales Tax	9,382,028	8,992,800	8,992,800	9,786,129	(793,329)
Franchise Tax	3,041,958	2,814,536	2,814,536	2,595,092	219,444
Other Taxes	615,651	651,188	651,188	690,010	(38,822)
Intergovernmental Taxes	313,974	333,006	333,006	308,881	24,125
Licenses & Permits	385,058	267,950	267,950	270,454	(2,504)
Charges for Services	2,123,416	2,105,903	2,105,903	2,324,402	(218,499)
Fines & Fees	434,395	542,300	542,300	478,653	63,647
Use of Property and Money	207,861	161,996	161,996	532,715	(370,719)
Reimbursements	145,156	155,756	155,756	272,396	(116,640)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	2,591,938	2,677,850	(85,912)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	190	200	200	210	(10)
Nonoperating Revenues	51,743	0		2,144,431	(2,144,431)
TOTAL RECEIPTS	24,586,800	24,333,777	24,333,777	27,824,738	(3,490,961)
EXPENDITURES					
Personnel Services	13,406,660	14,681,310	14,401,061	15,778,882	(1,377,821)
Vacancy Rate		(280,252)	0		0
Maintenance & Repair	704,466	1,022,467	1,022,467	903,456	119,011
Commodities	1,563,093	1,762,750	1,762,750	1,595,973	166,777
Other Charges	355,642	846,818	846,818	619,960	226,858
Capital Outlay	172,847	319,106	319,106	201,972	117,134
Debt Reduction		0			0
Stock	0	0	0	364	(364)
Transfer to Industrial Development Sales Tax	925,000	925,000	925,000	925,000	0
Transfer to Multi Year Fund	3,114,307	3,060,000	3,060,000	3,697,006	(637,006)
Transfer to Project accounts	612,833	40,000	0	1,869,224	(1,869,224)
Transfer to Equipment Reserve	260,000	264,500	304,500	304,500	0
Utilities	522,093	554,250	554,250	545,264	8,986
Communications	104,507	129,500	129,500	113,473	16,027
Training and Travel	201,605	214,750	214,750	195,289	19,461
Jail Expenses	67,520	80,000	80,000	73,250	6,750
Other Contractual	932,311	1,038,950	1,038,946	925,462	113,484
Excess Carryover		3,165,514	3,165,514		3,165,514
Outstanding PO's	41,450				
TOTAL EXPENDITURES	22,984,335	27,824,663	27,824,662	27,749,076	75,586
Revenue less expenses	1,602,465	(3,490,886)	(3,490,885)	75,663	(3,566,548)
Cash Basis Adjustments/Non-appropriated Balance	(205,455)	0	0	442,548	
Ending Cash Balance	5,932,373	1,028,209	1,024,348	6,450,583	
Base for Reserve calculation	17,899,348	23,216,057	23,216,056	20,751,373	
15% Reserve	2,684,902	3,482,409	3,482,408	3,112,706	
Amount over 15% Reserve	3,247,470	(2,454,200)	(2,458,060)	3,337,877	

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	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	11,298	Forcible Entry Trng Prop
EMS	\$45,000	45,000	Monitor/Defibrillator
EMS	\$38,000	\$38,000	Mechanical CPR Devices
EMS	\$30,000	\$30,000	Replace Power Cots
Shop	\$8,000		Transmission Jack
Shop	\$4,000		Tough laptop for Shop Use (service data softwar
Park	\$20,000	\$9,400	72" zero turn (2000)

Multi Year Fund

as of December 31, 2023 Year End Summary

as of December 31, 2023 Year End Summary					2023	2023
			Purchase Order	Expenses	Actual	Budget/estimated
Beginning unencumbered balance					3,060,010.61	3,060,010.61
REVENUE						
		Sales Tax Proceeds from General Fund			3,371,272.41	3,060,000.00
		Interest			170,025.90	5,000.00
		Outstanding PO's			300,000.00	-
		KDOT reimbursement - CCLIP			324,358.00	300,000.00
		Accounts Receivable			(4,100.00)	
Total Revenue					4,161,556.31	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	0.00	32,421.54	32,421.54	50,000.00
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room			-	100,000.00
	102-0101-400.0265	Miscellaneous storm water repairs		100,000.00	100,000.00	100,000.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	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	0.00	92,915.88	92,915.88	100,000.00
	102-0601-400.0801	Close out paving projects		227,075.99	227,075.99	11,000.00
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	353,275.40	477,549.21	830,824.61	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	3,500.00	10,531.89	14,031.89	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	0.00	508,770.68	508,770.68	460,000.00
PV2302	102-0601-400.1516	2023 Street Rehab	0.00	988,124.00	988,124.00	1,000,000.00
PV2305	102-0601-400.1516	CCLIP US 50 Graphic Arts to Prairie Street		346.48	346.48	0.00
	102-0601-400.1516	Misc Street Repairs		100,000.00	100,000.00	100,000.00
TS2302	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 25	25,476.06	(40,073.97)	(14,597.91)	80,000.00
PV2206	102-0601-400.0505	Street Preservation	0.00	26,312.70	26,312.70	26,347.70
PV2303	102-0601-400.0505	Street Preservation	0.00	161,359.67	161,359.67	95,000.00
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	0.00	18,733.86	18,733.86	20,000.00
	102-0601-400.1516	Funston street		170,152.76	170,152.76	170,152.76
GC2301	102-0701-400.0505	Tee Box limprovements	0.00	427,979.00	427,979.00	440,000.00
PK2103	102-0801-400.0505	Pickleball viewing area improvement	0.00	8,621.60	8,621.60	9,000.00
	102-0803-400.0505	JAC replace sand in filters			-	20,000.00
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	0.00	0.00	-	3,518.00
ZO2102	102-0806-400.0502	Parking Lot at Zoo	0.00	130,461.43	130,461.43	131,000.00
ZO2301	102-0806-400.0505	Bus parking at zoo	0.00	76,570.30	76,570.30	75,000.00
	102-0806-400.0502	Hoof Stock Sheds			-	50,000.00
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs			-	54,000.00
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo	18,803.60	6,825.50	25,629.10	26,000.00
	102-0806-400.0505	Eagle pond renovation			-	120,000.00
	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	0.00	10,316.00	10,316.00	11,000.00
	102-0901-400.0502	618 Mechanic Roof			-	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	0.00	0.00	0.00	25,000.00
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways			-	50,000.00
	102-0901-400.0502	Sewer Lift Station - Police dept basement			-	110,000.00
	102-0901-400.0502	2022 Replace Steam Lines	0.00	0.00	-	85,000.00
	102-0901-400.0502	2nd floor restroom ceiling repairs	4,000.00	14,154.00	18,154.00	30,000.00
CV2302	102-0901-400.0502	Police department Lobby Remodel ADA	0.00	10,280.13	10,280.13	400,000.00
CV2205	102-0901-400.0502	Replace Irrigation system	0.00	0.00	-	11,000.00
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222			-	25,000.00
	102-0901-400.0502	Replace Windows in Auditorium			-	26,000.00
CV2202	102-0901-400.0502	Elevator Controls	53,050.00	0.00	53,050.00	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches			-	60,000.00
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers	11,992.50	107,932.50	119,925.00	120,000.00
LB2202	102-0902-400.0505	Replace Irrigation system	(0.00)	4,884.88	4,884.88	5,000.00
	102-0902-400.0502	HVAC updates			-	30,000.00
AR2301	102-1401-400.0502	Remodel Terminal Bathroom		31,408.00	31,408.00	32,000.00
					-	
EXPENDITURES			470,097.56	3,755,471.95	4,225,569.51	6,358,532.72
	Ending Unencumbered Cash balance				2,995,997.41	66,477.89
	2023 budgeted projects				2,995,997.41	

Insurance Reserve

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Dec 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
Transfer from Int Improvement				\$131,012	(\$131,012)
Insurance payment				\$10,850	(\$10,850)
Interest		\$0		\$21,496	(\$21,496)
TOTAL RECEIPTS	\$500,000	\$0	\$0	\$163,358	(\$163,358)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Misc Projects		\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$500,000	\$0	\$500,000	\$663,358	(\$163,358)

Vacant Property Program

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Dec 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		\$6,026	(\$6,026)
TOTAL RECEIPTS	\$200,000	\$0	\$0	\$6,026	(\$6,026)
EXPENDITURES					
Maintenance & Repair		\$0		\$359	(\$359)
Other Contractual Services		\$0		\$115,305	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$115,663	(\$359)
Ending Cash Balance	\$200,000	\$0	\$200,000	\$90,362	(\$5,667)

City of Emporia, Kansas

Library Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Dec 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	\$989,415	\$969,414	\$20,001
Back Tax Collection	\$21,052	\$15,000	\$28,000	\$27,910	\$90
Motor Vehicle Tax	\$90,694	\$98,842	\$98,842	\$101,488	(\$2,646)
Recreational Vehicle Tax	\$1,113	\$1,073	\$1,073	\$1,119	(\$46)
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	\$1,107,830	\$1,089,389	\$18,441
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$999,198	\$1,083,054	\$1,107,830	\$1,089,389	\$18,441
TOTAL EXPENDITURES	\$999,198	\$1,083,054	\$1,107,830	\$1,089,389	\$18,441
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$750	\$31,630	(\$30,880)
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 Receivable - fence rental	\$12,368			\$279	(\$279)
TOTAL RECEIPTS	\$846,954	\$706,310	\$706,750	\$892,852	(\$186,102)
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	\$40,000	(\$10,000)
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 Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Dynamic Discs - Jones course improvement	\$55,529				\$0
Hammond Park Crossings				\$21,528	(\$21,528)
Miscellaneous	\$10,995	\$0		\$563	(\$563)
Special Projects		\$821,563	\$822,002		\$822,002
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$685,274	\$1,494,063	\$1,494,502	\$704,591	\$789,911
Ending Cash Balance	\$810,801	\$0	\$1	\$999,062	(\$976,013)
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 December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	1,148	(148)
Back Tax Collections	26	21	21	34	(13)
Motor Vehicle Tax	111	110	110	123	(13)
Ad Valorem Tax Reduction	(12)	(16)	(16)	(13)	(3)
Interest on Investment	126	25	25	903	(878)
Miscellaneous					
TOTAL RECEIPTS	1,328	1,140	1,140	2,196	(1,056)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	1,089		1,089
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,837			0
TOTAL EXPENDITURES	0	21,022	1,089	0	1,089
Ending Cash Balance	21,252	0	19,950	23,447	(2,145)

Industrial Development Sales Tax

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$925,000	\$925,000	\$0
Interest Income	\$5,240	\$250	\$250	\$49,295	(\$49,045)
Money for Land Purchases	\$100,000	\$0		\$0	\$0
Bond Proceeds	\$1,000,000	\$0	\$0	\$0	\$0
Return unused money WM2302 Soden Rd		\$0		\$1,188	(\$1,188)
RDA returned money					
Total Revenue	\$2,030,240	\$925,250	\$925,250	\$975,483	(\$50,233)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Emporia Enterprises	\$32,500	\$35,000	\$35,000	\$35,000	\$0
Miscellaneous	\$0	\$0		\$0	\$0
Land Purchase for Industr	\$0	\$0	\$0	\$0	\$0
Land Purchase	\$0	\$0	\$0	\$0	\$0
Simmons Discount		\$0		\$189,579	(\$189,579)
Land Purchase Bond Pmt		\$0		\$85,963	(\$85,963)
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Soden Rd water main ext	\$0	\$0	\$0	\$60,000	(\$60,000)
Water Valves				\$9,000	(\$9,000)
Special Projects	\$120,941	\$637,578	\$0	\$0	\$0
Total Expenses	\$853,441	\$1,372,578	\$735,000	\$1,079,542	(\$344,542)
Ending Cash Balance	\$1,423,879	\$0	\$443,352	\$1,319,821	\$294,308

Special Alcohol Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	90,000	110,168	(20,168)
Interest on Investment	565	75	75	4,267	(4,192)
TOTAL RECEIPTS	100,608	90,075	90,075	114,435	(24,360)
EXPENDITURES					
Appropriations	86,750	97,200	97,200	97,200	0
Special Projects		75,539	0		0
TOTAL EXPENDITURES	86,750	172,739	97,200	97,200	0
Ending Cash Balance	103,198	0	70,842	120,433	(24,360)

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

	2019	2020	2021	2022	2023
Receipts					
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.76
2ND QUARTER - JUNE	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19	\$26,129.12
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72	\$31,037.27
4TH QUARTER - DECEMBER	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46	\$27,455.87
TOTAL	\$102,449.83	\$66,237.79	\$86,357.76	\$100,043.46	\$110,168.02

Special Park Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$90,000	\$110,168	(\$20,168)
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	\$150	\$5,237	(\$5,087)
TOTAL RECEIPTS	\$100,641	\$90,150	\$90,150	\$115,405	(\$25,255)
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	\$137,384	\$115,907	(\$27,395)

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	\$27,455.86
TOTAL	\$102,449.84	\$67,237.76	\$86,357.57	\$100,043.47	\$110,167.98

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

11 Foot Rotary Mower (2012)

Special Street Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	74,826	79,800	(4,974)
Damages	23,089	5,000	5,000	28,423	(23,423)
Interest on Investment	2,490	500	500	11,772	(11,272)
Transfer of Funds		0		111,664	(111,664)
Sale of Salvage	33			0	0
Miscellaneous	4,497	0		228	(228)
TOTAL RECEIPTS	763,350	750,326	750,326	880,245	(129,919)
EXPENDITURES					
Personnel Services	636,340	595,926	584,449	684,955	(100,506)
Vacancy		(11,477)			0
Maintenance & Repair	103,127	89,240	89,240	137,928	(48,688)
Commodities	109,968	145,450	145,450	108,252	37,198
Other Charges	38,629	47,100	47,100	(19,694)	66,794
Capital Outlay	14,875	0		0	0
Transfer of Funds	0	0		5,000	(5,000)
Utilities	27,951	30,550	30,550	22,712	7,838
Communications	1,464	2,350	2,350	1,695	655
Training & Travel	8,784	7,500	7,500	13,778	(6,278)
Contractual Services	43,212	42,300	42,300	39,963	2,337
Special Projects	0	146,709	146,709	0	146,709
Audit Adjustments	(80)			(4,339)	4,339
Outstanding PO's	7,400			0	0
TOTAL EXPENDITURES	991,670	1,095,648	1,095,648	990,248	105,400
Net Change in Cash	(228,320)	(345,322)	(345,322)	(110,004)	
Ending Cash Balance	289,140	1	150,884	179,137	
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	\$164,909.80
Total	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00	\$648,358.00

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$69,301	\$34,819	\$83,820	\$83,820	
REVENUE					
Receipts from Drug Forfeitures	\$52,650	\$5,000	\$5,000	\$4,970	30
Interest on Investment	\$487	\$50	\$2,400	\$2,591	(191)
Miscellaneous					
TOTAL RECEIPTS	\$53,137	\$5,050	\$7,400	\$7,561	(161)
EXPENDITURES					
Commodities	\$23,264	\$5,000	\$5,000	\$3,921	1,079
Capital Outlay		\$0			-
Communications	\$0	\$0		\$101	(101)
Other Charges			\$51,351	\$51,324	27
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	\$34,869		
TOTAL EXPENDITURES	\$38,618	\$39,869	\$91,220	\$55,497	854
Ending Cash Balance	\$83,820	\$0	\$0	\$35,885	

City of Emporia, Kansas

Storm Water

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$10,491	(10,491)
Miscellaneous					
TOTAL RECEIPTS	\$259,179	\$0	\$100,000	\$110,491	(10,491)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0		\$234	(234)
Communications	\$0	\$0		\$0	-
Other Charges				\$256	(256)
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	\$126,224	(126,224)
Ending Cash Balance	\$259,179	\$0	\$100,000	\$243,446	

City of Emporia, Kansas

Land Bank

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$20	\$4,009	(3,989)
Sale of Property	\$9,830			\$13,571	
TOTAL RECEIPTS	\$60,215	\$50,020	\$50,020	\$67,580	(3,989)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges	\$9,103	\$500	\$500		500
Purchase of Property	\$8,117	\$20,000	\$20,000		
Communications	\$38	\$1,000	\$1,000	\$11	989
Other Contractual Services		\$96,094	\$96,094		96,094
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$17,258	\$117,594	\$117,594	\$11	97,583
Ending Cash Balance	\$59,845	-\$67,574	-\$67,574	\$127,414	

Bond & Interest Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	\$56,415	(16,415)
Special Assessments	\$82,354	\$78,252	\$78,252	\$68,913	9,339
Motor Vehicle Tax	\$184,027	\$200,054	\$200,054	\$190,994	9,060
Ad Valorem Tax Reduction	-\$19,552	-\$20,000	-\$20,000	-\$21,102	1,102
Interest on Investment	\$11,808	\$951	\$951	\$112,690	(111,739)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvemen	\$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	\$2,353,885	\$2,546,402	-\$192,517
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	\$1,637,190	\$2,358,480	

Equipment Reserve Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$334,000	\$335,168	\$335,168	
REVENUE					
Transfer from other funds	\$1,105,795	\$417,000	\$1,079,500	\$1,105,126	(25,626)
Interest on Investment	\$0	\$0	\$0	\$43,339	(43,339)
Sale of Vehicles				\$113,130	
TOTAL RECEIPTS	\$1,105,795	\$417,000	\$1,079,500	\$1,261,595	(68,965)
EXPENDITURES					
Leasing Payment		\$751,000	\$751,000	\$663,233	87,767
Outstanding PO's	\$770,627			\$354,439	
Special Projects		\$0	\$520,000		
TOTAL EXPENDITURES	\$770,627	\$751,000	\$1,271,000	\$1,017,672	87,767
Ending Cash Balance	\$335,168	\$0	\$143,668	\$579,091	

Water Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	7,784,083	7,784,083	7,718,770	65,313
Service Charge	103,029	100,000	100,000	94,666	5,334
Penalties	93,424	95,000	95,000	89,725	5,275
Sale of Salvage		0		0	0
Reimbursed Expense	7,827	30,750	30,750	28,518	2,232
Interest on Investment	20,504	100,350	100,350	102,130	(1,780)
Sale of Bonds	1,550,000	3,185,000	3,185,000	3,337,786	(152,786)
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	1,000	1,000	6,912	(5,912)
TOTAL RECEIPTS	11,546,227	11,646,183	11,646,183	11,728,507	(82,324)
EXPENDITURES					
Personnel Services	1,105,419	1,109,627	1,199,001	1,174,831	24,170
Vacancy		(21,507)	0		0
Maintenance & Repair	1,117,122	765,050	1,823,050	2,237,571	(414,521)
Commodities	1,452,142	1,234,350	1,251,350	1,757,586	(506,236)
Other Charges	268,470	246,320	(383,680)	375,064	(758,744)
Capital Outlay	119,123	630,000	630,000	0	630,000
Debt Payment	1,496,757	2,060,289	1,768,151	1,733,972	34,179
Stock	49,206	5,000	5,000	32,154	(27,154)
Transfer to Project Account	4,102,675	45,000	3,445,000	3,444,286	714
Utilities	718,905	578,600	578,600	664,956	(86,356)
Communications	28,025	44,900	44,900	28,074	16,826
Travel & Training	10,383	14,250	14,250	25,027	(10,777)
Contractual Services	828,471	675,800	675,800	789,492	(113,692)
Administrative Fee 16%	1,131,081	1,086,178	1,086,178	1,086,178	0
Excess Carryover		1,000,000	1,000,000		1,000,000
Change in Liabilities	(86,919)	0		998	(998)
Outstanding PO's	0				
TOTAL EXPENDITURES	12,340,861	9,473,857	13,137,600	13,350,189	(212,589)
NET CHANGE IN CASH	(794,634)	2,172,326	(1,491,417)	(1,621,683)	130,266
ENDING CASH BALANCE	2,452,274	5,032,494	184,595	830,591	
Principal Bond Payments	(1,210,000)	(1,837,900)	(1,415,000)	(1,415,000)	
Depreciation	1,313,352	1,450,000	1,450,000	1,456,758	
Capitalized Assets	(3,516,676)	(630,000)	0	(3,879,788)	
Liabilities					
ADJUSTMENTS	(3,413,324)	(1,017,900)	35,000	(3,838,030)	
Base for reserve calculation	8,119,063	8,843,857	9,062,600	9,905,903	
20% reserve amount	1,623,813	1,768,771	1,812,520	1,981,181	
Amount over 20% reserve	828,461	3,263,723	(1,627,925)	(1,150,589)	

Wastewater Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,351,304	2,234,113	2,087,628	2,087,628	
REVENUE					
Sales/Charges	6,126,631	5,900,000	6,200,000	6,169,657	30,343
Extra Strength Surcharge	159,751	111,900	175,000	171,000	4,000
Interest on Investment	13,582	3,000	82,000	80,398	1,602
New System taps	200	1,000	1,000	4,600	827
Loss on sales of assets	4,475			0	
Grant money	0	0	1,225,000	1,225,409	(409)
Sale of Bonds	1,430,000	0	6,320,000	6,533,733	(213,733)
Non Operating Revenue	0		562,000	562,302	(302)
Miscellaneous	248,035	1,000	1,000	15,315	(14,315)
TOTAL RECEIPTS	7,982,674	6,016,900	14,566,000	14,762,415	(191,989)
EXPENDITURES					
Personnel Services	1,175,739	1,106,158	1,300,002	1,287,455	12,547
Vacancy	0	(19,806)		0	0
Maintenance & Repair	806,160	385,250	385,250	624,540	(239,290)
Commodities	424,402	259,250	509,250	427,896	81,354
Other Charges	170,406	185,850	185,850	291,139	(105,289)
Capital Outlay	20,509	493,000	493,000	604,993	(111,993)
Debt Payment	2,681,379	2,881,585	2,881,585	2,843,772	37,813
Transfer to Project fund	1,602,732	0	8,022,799	8,320,208	(297,409)
Utilities	615,809	522,500	522,500	570,015	(47,515)
Communications	21,505	29,600	29,600	21,816	7,784
Travel & Training	13,845	5,500	5,500	15,084	(9,584)
Contractual Services	385,405	232,550	232,550	215,926	16,624
Administrative Fee flat	610,000	610,000	610,000	610,000	0
Excess Carryover		1,000,000	1,000,000		1,000,000
Change in Liabilities	(281,540)	0		(12,334)	12,334
Outstanding PO's	0				
TOTAL EXPENDITURES	8,246,350	7,691,437	16,177,886	15,820,510	357,376
NET CHANGE IN CASH	(263,676)	(1,674,537)	(1,611,886)	(1,058,094)	(549,365)
ENDING CASH BALANCE	2,087,628	559,576	475,742	1,029,533	
Depreciation	1,910,079	2,125,205	2,125,205	2,096,619	
Principal Bond Payments	(2,130,502)	(2,329,592)	(2,285,730)	(2,285,730)	
Capitalized Assets	(1,814,118)	(493,000)	0	(3,169,496)	
Change in Liabilities		0			
ADJUSTMENTS	(2,034,541)	(697,387)	(160,525)	(3,358,607)	
Base for reserve calculation	6,623,109	7,198,437	7,662,087	6,895,309	
20% Cash Reserve amount	1,324,622	1,439,687	1,532,417	1,379,062	
Amount over 20% Cash Reserve	763,006	(880,111)	(1,056,675)	(349,528)	

Solid Waste Fund

as of December 31, 2023 Year End Summary

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Dec 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	2,964,876	3,004,195	(39,319)
Loss on Sale of Assets		0		0	0
Interest on Investments	26,458	4,200	4,200	150,996	(146,796)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	201,913	175,000	175,000	84,117	90,883
Box Container Fees	2,063,528	1,920,000	1,920,000	1,868,989	51,011
Landfill Fees	562,540	508,000	508,000	611,254	(103,254)
Transfers		0		19,428	(19,428)
Miscellaneous	23,247	4,800	4,800	5,664	(864)
TOTAL RECEIPTS	5,848,780	5,576,876	5,576,876	5,744,642	(167,766)
EXPENDITURES					
Personnel Services	2,093,650	2,109,909	2,068,914	2,268,626	(199,712)
Vacancy		(40,995)			0
Maintenance & Repair	325,946	300,000	300,000	372,042	(72,042)
Commodities	332,164	482,900	482,900	408,039	74,861
Other Charges	137,731	183,930	(501,070)	278,567	(779,637)
Capital Outlay	72,612	685,000	685,000	3,970	681,030
Transfer to Equipment Reserve	770,627			25,000	(25,000)
Utilities	50,501	54,550	54,550	60,758	(6,208)
Communications	41,954	49,700	49,700	37,201	12,499
Transfer to project	44,000	0			0
Travel & Training	7,606	8,750	8,750	10,752	(2,002)
Contractual Services	1,613,185	1,720,900	1,720,900	1,679,951	40,949
Administrative Fee 16%	895,433	862,860	862,860	877,017	(14,157)
Excess Carryover		2,000,000	2,000,000	0	2,000,000
Change in Liabilities	(83,724)	0		(116,312)	116,312
Outstanding PO's	0				
TOTAL EXPENDITURES	6,301,685	8,417,504	7,732,504	5,905,612	1,826,892
NET CHANGE IN CASH	(452,905)	(2,840,628)	(2,155,628)	(160,969)	(1,994,659)
ENDING CASH BALANCE	3,549,209	639,104	286,227	3,388,240	
Principal Payments	0	0	0	0	
Depreciation	292,242	455,000	445,000	394,298	
Capitalized Assets	(6,433)	(685,000)	0	(459,572)	
Change in Liabilities		0			
ADJUSTMENTS	285,809	(230,000)	445,000	(65,274)	
Base for reserve calculation	6,229,073	7,732,504	7,047,504	5,901,642	
20% cash reserve amount	1,245,815	1,546,501	1,409,501	1,180,328	
Amount over 20% Cash Reserv	2,303,395	(907,397)	(1,123,274)	2,207,911	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of December 31, 2023 Year End Summary
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
						20,044,277	21,029,008	
COMMISSION/MANAGER/CLERK	1,188,803	3,394,440.21	(2,205,637)	286%	5.03%	1,008,429	1,057,971	(2,336,469)
FINANCE/HUMAN RESOURCES	433,166	420,485.97	12,680	97%	1.83%	367,443	385,495	(34,991)
INFORMATION SYSTEMS	352,980	384,746.91	(31,767)	109%	1.49%	299,423	314,133	(70,614)
POLICE PROTECTION	4,619,803	5,025,292.07	(405,489)	109%	19.55%	3,918,854	4,111,378	(913,914)
ANIMAL CONTROL	242,734	219,123.63	23,610	90%	1.03%	205,905	216,020	(3,103)
FIRE PROTECTION	3,067,744	3,094,100.20	(26,356)	101%	12.98%	2,602,284	2,730,129	(363,972)
AMBULANCE SERVICE	3,587,447	3,427,167.64	160,279	96%	15.18%	3,043,134	3,192,637	(234,531)
CODE SERVICES	920,456	853,180.53	67,275	93%	3.90%	780,798	819,157	(34,024)
COURT SERVICES	598,993.00	731,666.75	(132,674)	122%	2.53%	508,110	533,072	(198,595)
ENGINEERING	553,513.00	545,194.38	8,319	98%	2.34%	469,530	492,597	(52,597)
SNOW REMOVAL	60,000.00	24,981.60	35,018	42%	0.25%	50,896	53,397	28,415
GOLF COURSE MAINTENANCE	506,649.00	461,977.48	44,672	91%	2.14%	429,777	450,891	(11,087)
GOLF SHOP	350,351.00	386,749.64	(36,399)	110%	1.48%	297,193	311,794	(74,956)
PARK	1,006,350.00	1,148,755.43	(142,405)	114%	4.26%	853,659	895,598	(253,158)
AQUATIC CENTER	187,450.00	282,546.99	(95,097)	151%	0.79%	159,009	166,821	(115,726)
ZOO	710,679.00	776,059.50	(65,381)	109%	3.01%	602,850	632,466	(143,593)
CIVIC BUILDING OPERATIONS	817,788.00	705,734.64	112,053	86%	3.46%	693,707	727,788	22,053
LIBRARY MAINTENANCE	67,329.00	130,340.38	(63,011)	194%	0.28%	57,113	59,919	(70,421)
GROUND MAINTENANCE	104,820.00	63,463.37	41,357	61%	0.44%	0	93,284	29,821
CONCESSION STAND	80,363.00	91,968.95	(11,606)	114%	0.34%	68,170	71,519	(20,450)
SHOP MAINTENANCE	136,071.00	-7,098.28	143,169	-5%	0.58%	115,425	121,096	128,194
STREET LIGHTING	377,400.00	302,683.90	74,716	80%		0	0	
MISC APPROPRIATIONS	113,000	127,112.44	(14,112)	112%		0	0	
AIRPORT	844,711	852,695.81	(7,985)	101%	3.57%	716,545	751,748	(100,948)
PARKING FACILITY	25,800	9,432.91	16,367	37%	0.11%	21,885	22,961	13,528
TRANSERS	3,985,000	4,296,272.37	(311,272)	108%		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	27,749,075	75,587	100%	86.60%	17,270,141	18,211,870	
	23,629,514							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of December 31, 2023 Year End Summary
 EXPENSES FOR WATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	318,972	451,900	(132,928)	142%
ADMINISTRATION	4,917,371	4,891,623.98	25,747	99%
WATER MAINTENANCE	(685,656)	3,143,664.69	(3,829,320)	-458%
WATER PLANT	4,928,320	4,816,710.34	111,610	98%
WATER STOCK	32,154	32,154.33	0	100%
	<u>9,511,162</u>	<u>13,336,054</u>	<u>(3,824,892)</u>	<u>(0)</u>
 Capital Outlay				
Water Distribution	\$5,000		Trailer for min-excavator	
Water Plant	\$75,000		Actuators for Rapid Mixer	
Water Plant	\$100,000		Replace one high service pump	
Water Plant	\$100,000		Bulk storage tanks	
Water Plant	<u>\$350,000</u>		S Cottonwood to East St from KS to Potwin	
	630,000	<u>0</u>		

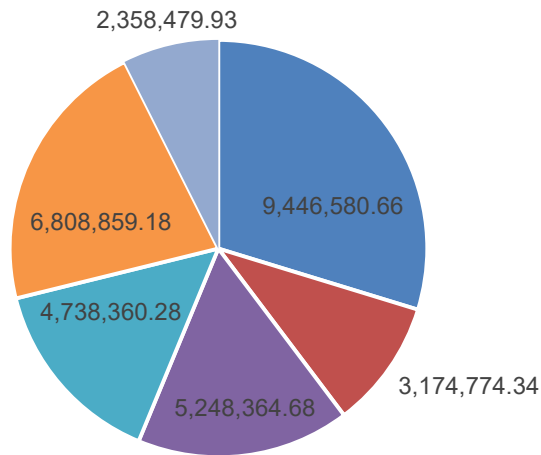
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of December 31, 2023 Year End Summary
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	558,042	660,708	(102,666)	118%
ADMINISTRATION	7,588,213	7,479,621	108,591	99%
SEWER MAINTENANCE	532,256	3,549,395	(3,017,139)	667%
SEWER PLANT	3,795,727	3,629,455	166,272	96%
	<u>12,474,237</u>	<u>15,319,178</u>	<u>(2,844,941)</u>	<u>10</u>
Capital Outlay				
Sewer Maintenance	\$83,000		New Sanitary Sewer camer	
Waste Water Plant	\$60,000		Replace roof on old shop building	
Waste Water Plant	\$350,000		Upgrade plant telemetry	
	<u>493,000</u>	<u>0</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of December 31, 2023 Year End Summary
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

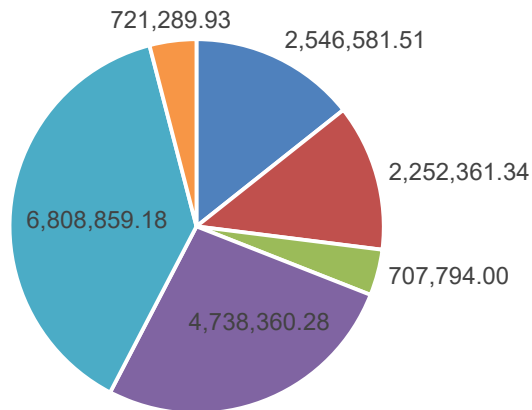
	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,213,329	1,213,328.86	0	100%
COLLECTIONS	2,668,312	2,668,312.07	0	100%
TRANSFER STATION	1,424,683	1,424,683.14	0	100%
RECYCLING CENTER	650,325	650,325.16	0	100%
	<u>5,956,649</u>	<u>5,956,649</u>	<u>0</u>	<u>4</u>
Capital Outlay				
Collections	\$360,000		Automated Refuse Truck (2010)	
Recycling Center	\$25,000		Side by side truckster	
Transfer Station	\$300,000		Construction to new tipping box area	
	<u>\$685,000</u>	<u>0</u>		

Unencumbered Cash



■ General Use ■ Special Revenue ■ Utilities ■ Internal Service ■ Capital Projects ■ B&I

Available Funds



■ General Use ■ Special Revenue ■ Utilities ■ Internal Service ■ Capital Projects ■ B&I

City of Emporia
Unencumbered Cash Report
as of December 31, 2023 Year End Summary

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	6,450,583.25	1,024,348.00	5,426,235.25	General Use	9,446,580.66	29.73%
102 Multi Year Fund	2,995,997.41	5,875,651.15	(2,879,653.74)	Special Revenue	3,174,774.34	9.99%
103 Insurance Reserve	663,358.47	500,000.00	163,358.47			
104 Vacant Property Program	90,362.35	-	90,362.35	Utilities	5,248,364.68	16.52%
201 Library Fund	-	-	-	Internal Service	4,738,360.28	14.91%
203 Convention & Tourism Fund	999,062.01	1.00	999,061.01	Capital Projects	6,808,859.18	21.43%
204 Industrial Fund	23,447.40	19,950.00	3,497.40	B&I	2,358,479.93	7.42%
205 Industrial Dev Sales Tax Fund	1,319,820.73	443,352.00	876,468.73		31,775,419.07	
206 Special Alcohol Fund	120,433.41	70,842.00	49,591.41			
207 Special Park & Recreation Fund	115,907.33	137,384.00	(21,476.67)	Budget		
208 Special Street Fund	179,136.54	150,884.00	28,252.54	General Use	2,546,581.51	
209 Drug Money Forfeitures Fund	35,884.95	-	35,884.95	Special Revenue	2,252,361.34	
210 Storm Water Fund	243,445.81	100,000.00	143,445.81	Utilities	707,794.00	
218 Emergency Shelter Grant Fund	6,394.00		6,394.00	Internal Service	4,738,360.28	
224 Fire Public Education	3,975.75		3,975.75	Capital Projects	6,808,859.18	
225 Police Grants Fund	2,593.91		2,593.91	B&I	721,289.93	
251 Emporia Homeowner Repair	(58,372.84)		(58,372.84)			
252 2014 Housing Rehab	46,656.85		46,656.85			
254 2020 CDBG Rehab Grant	3,994.00		3,994.00			
260 Land Bank	127,413.92		127,413.92			
301 Bond and Interest Fund	2,358,479.93	1,637,190.00	721,289.93			
305 Equipment Reserve Fund	579,090.78	143,668.00	435,422.78			
401 Coronavirus Recovery Grant	298,627.03		298,627.03			
406 Internal Improvement Fund	8,459,087.45		8,459,087.45			
409 Water Treatment Plant Improvement	729,025.16		729,025.16			
413 Water Main Improvements	(7,464,996.31)		(7,464,996.31)			
415 Civic Auditorium Project Fund	142,611.03		142,611.03			
423 Airport Improvements Fund	146,250.92		146,250.92			
428 Park Improvements Fund	(153,124.79)		(153,124.79)			
441 Paving Projects Fund	1,562,330.44		1,562,330.44			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	3,350,708.41		3,350,708.41			
501 Water Utility Fund	830,591.40	184,595.00	(1,150,589.20)			
502 Sewer Fund	1,029,533.45	475,742.00	(349,528.29)			
503 Solid Waste Fund	3,388,239.83	286,227.00	2,207,911.49			
601 Worker's Comp Fund	2,149,306.78		2,149,306.78			
602 Health Care Fund	2,589,053.50		2,589,053.50			
708 Fire Insurance Proceeds	4,980.57		4,980.57			
	33,108,230.67					



Commission Study Session Report

Transfer of Quaker Park to the Emporia Land Bank

Title: Review Transfer of Quaker Park to Emporia Land Bank

Agenda Date: February 21, 2024

Presented By: Mark Detter, Assistant City Manager
Christina Montgomery, City Attorney
Jeff Lynch, Community Development Coordinator

Background:

The Emporia City Commission has received a request to transfer ownership of Quaker Park to the Emporia Land Bank. The Emporia/Lyon County Joint Comprehensive Plan contemplated using Quaker Park for housing.

The size of Quaker Park will fit three buildable lots.

Quaker Park does have some older basketball courts currently in the park. The park is 25,694 square feet. The Park has the potential to be divided into three lots (50 x 172) for the development of single-family houses. There would need to be a zoning change from public use to single-family detached.

Discussion:

The Emporia City Commission passed Resolution 3716 authorizing staff to publish the proposed transfer of Quaker Park Property. The passage of the Resolution created a 30-day time frame for a protest petition to be filed forcing a referendum on whether Quaker Park should cease being utilized as a public park.

A petition with 14 signatures (only 7 valid of Emporia Registered voters) was submitted by the deadline.

At this point, the City Commission could go forward with actions necessary to convey the Quaker Park Land to the Land Bank. At a minimum, a Resolution would need to be approved by the City Commission to convey the land to the Emporia Land Bank. Staff would also perform the standard Title work on the property and request Title insurance. A deed has been attained that does not appear to have any restrictive covenants for the property, but deed restrictions and other encumbrances would be researched via a title company.

The City Commission could also publish a new resolution announcing the City's intention of a proposed transfer of Quaker Park Property. Upon request of the City Commission, staff could assist in preparing a petition for circulation. If the requisite number of valid signatures of registered voters is submitted, the City of Emporia would be forced to hold a referendum on the issue.

Financial considerations:

The transfer of land itself would be minimal in costs, however, the Emporia Land Bank does have approximately 75K to pay for development costs.



Commission Study Session Report

Transfer of Quaker Park to the Emporia Land Bank

Recommended action:

Provide consensus to City staff on which documents to prepare in relation to the disposition of Quaker Park.

Attachments:

Parks Map
Quaker Park Map
Park Inventory
Land Bank Letter
Deed
Comp Plan Reference
Resolution 3716





1 ST AVE

QUAKER PARK

SYLVAN ST

50.01

1

171.9

50.01

2

171.9

50.04

3

SOUTH AVE

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
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				
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



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

October 12th, 2023

RE: Quaker Park

Dear Mr. Cocking,

The Emporia Land Bank continues to seek opportunities to carry out its mission of acquiring, managing, and transforming property into productive use. In the past, the Emporia City Commission has requested that the Emporia Land Bank look into underutilized city parks and green spaces to recommend alternative uses. After review of the first two choices it is apparent that Quaker Park is now the best candidate for infill development of housing.

The neighborhood surrounding Quaker Park is predominantly residential, and appears to be stable. The size of the parcel will allow three single-family homes to be built. In order to ensure development of affordable, safe homes, the land bank will continue to have safeguards in place to ensure the timely completion of projects. The land bank will sell each lot to individual developers, and/or work to acquire resources to build the homes itself. At least one lot will be reserved for construction of a house by a local non-profit housing developer. Efforts will be made to make owner-occupancy a priority, which will add stability to the neighborhood.

This work addresses the ongoing housing shortage in Emporia as well as improving the local tax base. Any and all proceeds will be utilized to further advance the mission of the Emporia Land Bank.

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

Regards,

Matt Lowery,
Chairman, Emporia Land Bank

STATE OF KANSAS, LYON COUNTY.
Filed for Record this 31st day of May
1952 at 11:30 AM and duly recorded
in Vol. 2286, Page 531.

RELEASE AND ASSIGNMENT

For value received and in consideration of our religious, charitable, benevolent and service objectives, we do hereby assign all of our right, title and interest in and to the realty described as follows:

Lots 10, 12, and 14 on Sylvan Street in the City of Emporia, Lyon County, Kansas

to the City of Emporia, Lyon County, Kansas.

We do further release the City of Emporia from any claim to said realty arising from or on behalf of our membership.

In the event that eminent domain proceedings are instituted by the said City of Emporia, Kansas, in order to proceed immediately with the establishing of a park on said realty, we do transfer, assign and set over to the said City of Emporia, Kansas, the award made.

Dated at Emporia, Kansas, this 22nd day of April, 1952.

Trustees of Monthly Meeting of Friends
at Galena, Kansas - Successors to the
Conservative Friends of Cottonwood
Monthly Meeting, Emporia.

Ralph Osborn

Herman Osborn

David Osborn

STATE OF KANSAS, COUNTY OF Cherokee SS.:

Subscribed and sworn to by Ralph Osborn,

David Osborn and _____,

before me this 28 day of April, 1952.

[Signature]
Notary Public

My commission expires: April 26 - 1956.

STATE OF COLORADO, COUNTY OF ADAMS, ss
Subscribed and sworn to by Herman Osborn, before me
this 3rd day of May, 1952.

531

William M. Perry
My Commission expires January 22, 1955

MAKING OUR PARKS GREAT

Specific park infill projects

Parks are not just places, destinations, or playgrounds. They are important to the fabric of the community. This is because parks serve everyone - irrespective of gender, ethnicity, age, or financial status. Developing or redeveloping a park or open space can be a catalyst for revitalizing a neighborhood and community. This section illustrates the redevelopment of two parks: Walnut and Quaker. The plans propose developing a portion of each park to fund the redevelopment and enhancement of the existing park space.



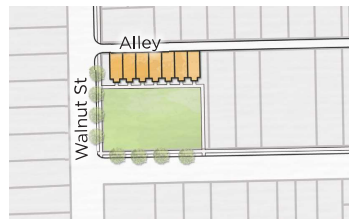
Walnut Park's spacious grassy area provides open space to relax or play.

Walnut Park

The underused north edge of Walnut Park becomes a parcel for up to seven townhomes with tuck-under parking access off of the existing alley. Tuck-under parking allows for smaller lots to be used, and parking in the alley ensures that the townhomes will have porches facing the park. The single-family, attached homes would allow for heightened visibility of the park, a concept known as 'natural surveillance.' Natural surveillance, a term from "Crime Prevention Through Environmental Design," relies on the ability for people who might be about to commit a crime to feel vulnerable to being caught because of the risk of detection and apprehension due to heightened visibility from homes or places of work into a place where a crime might take place. Ways to promote natural surveillance include low landscaping, street lights, street designs that encourage pedestrian use, doors and windows that look out onto streets and parks, see-through barriers, and front porches.



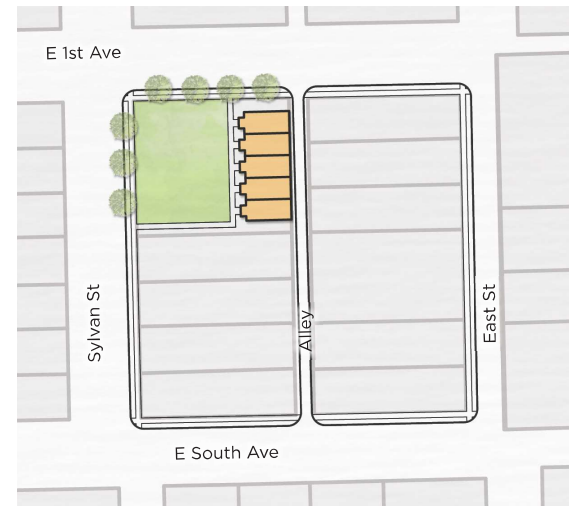
WALNUT PARK EXISTING CONDITIONS



WALNUT PARK REDEVELOPMENT PLAN



QUAKER PARK EXISTING CONDITIONS



QUAKER PARK REDEVELOPMENT PLAN

KEY FINDING

According to several studies compiled by the American Planning Association, parks provide many economic benefits to a community in addition to their environmental, aesthetic, and recreation benefits. A well-maintained and quality park can positively affect property values, increase municipal revenue, and attract home-buyers. Improving neighborhood parks like Walnut and Quaker will often prove to be a good financial investment for the city as well as attract new residents to the community.

Quaker Park

During the planning process, Quaker Park was identified as underused and unkempt. In order to improve the park, the east edge becomes a parcel for up to five townhomes with tuck-under parking accessed off to the existing alley. The revenue from the sale of the property could be used to maintain and enhance the park as well as add amenities. By adding homes that face the park, natural surveillance is increased, which improves safety within the park and makes it a more attractive public space.

RESOLUTION NO. 3716

A RESOLUTION AUTHORIZING CITY STAFF TO PUBLISH NOTICE OF PROPOSED TRANSFER OF PUBLIC PARK PROPERTY TO THE EMPORIA LAND BANK

WHEREAS, the City owns a parcel of land approximately 0.5 acres in size located at 28 Sylvan Street in the City of Emporia, Kansas commonly known as Quaker Park; and

WHEREAS, the Emporia Land Bank is tasked with acquiring, holding, maintaining, and conveying underutilized City properties to return them to productive use, and has requested the City consider transfer of Quaker Park to the Emporia Land Bank for purposes of residential development; and

WHEREAS, the Governing Body of the City of Emporia has recognized a need for increased residential development and proposes to transfer Quaker Park to the Emporia Land Bank for that purpose; and

WHEREAS, pursuant to K.S.A. 12-1301 the City is required to first publish notice of the proposed transfer of park property in the official City newspaper, and to allow time in the event a protest petition is filed.

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

Section One: The City of Emporia, a municipal corporation, does hereby authorize staff to publish notice of the proposed transfer of park property in accordance with applicable law.

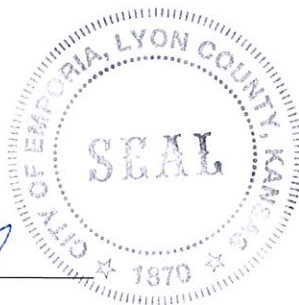
Section Two: This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 20th day of December, 2023.


Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



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

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

PUBLICATION DATES:

Dec. 23, 2023

Dec. 30, 2023

Notice ID: Oe7YlyBKZcxDvBnBm07m

Notice Name: Resolution No. 3716

PUBLICATION FEE: \$103.40

Bettina Shank
Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON

Signed or attested before me on this

2nd day of January, A.D. 2024.

Lisa M. Stueve
Notary Public



(First Published in the Emporia Gazette on December 23, 2023)

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Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk

Title: Discuss Extension of Neighborhood Revitalization Area cont.

Agenda Date: February 21st, 2024

Presented By: Tayler Wash, Director of Special Projects
Jeff Lynch, Community Development Coordinator

Background:

The Neighborhood Revitalization Program gives property owners within a designated area the opportunity to receive a rebate for ten (10) years on additional property taxes assessed as a result of property improvements or new construction.

Discussion:

During the January 3, 2024, Commission Study Session, we discussed the expansion of the NRP Map Area to include more commercial properties that could benefit from this program. During this discussion, we also considered the inclusion of other residential properties for consideration in the expansion. The Commission requested information about the ages of residential properties in the area surrounding the proposed expansion. The attached map details the ages of residential properties throughout the City along with the current NRP area and proposed NRP area.

Financial Considerations:

N/A

Attachments:

NRP & Year Built



- Current Neighborhood Revitalization Area
- Proposed Addition to Neighborhood Revitalization Area
- Emporia City Limit

Year Built	
1850-1939	
1940-1949	
1950-1959	
1960-1969	
1970-1979	
1980-1989	
1990-1999	
2000-2009	
2010-2019	
2020-2023	



DATA NOT SURVEY ACCURATE

Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Study Session Report

Revision of Weeds and Grass Ordinance

Title: Revision of Weeds and Grass Ordinance
Agenda Date: February 21, 2024
Presented By: Kory Krause, Director of Building & Neighborhood Development

Background

Ordinance 96-11 established the parameters of the current weeds and grass article in City Code. City Staff is proposing updates to these code sections to increase ease of use, ensure conformity with state law, and establish provisions for Planned Sustainable Landscapes.

“Planned Sustainable Landscapes” will mean a planned, intentional, and maintained planting of native plants, grasses, vines, shrubs, or trees. This section that will be added to the ordinance shall include, but not be limited to, rain gardens, monarch sanctuaries, meadow vegetation, and ornamental plants. These landscapes shall not include turf grass lawns left unattended for the purpose of returning to a natural state. These landscapes shall be well maintained or may be considered a nuisance subject to the provisions of the weed and grass ordinance.

Discussion

Discuss with the commission if these changes representing the existence of planned sustainable landscapes, should move forward as a revised ordinance for weeds and grass nuisances for 2024.

Financial Considerations

None

Recommended Action:

To move forward with presenting this revision, as an ordinance at the next commission meeting.

Attachments

Proposed Updates to City Code Chapter 17 Article II Weeds and Grass

CHAPTER 17 NUISANCES

ARTICLE II. WEEDS AND GRASS

Sec. 17-10. Purpose:

The objectives of Article II Weeds and Grass Ordinance are to enhance the City's environmental health by promoting plants that are native to the region; protect the City's environmental health by prohibiting plants that are likely to cause environmental harm or harm to human health; and require control and action to prevent the Excessive Growth of Vegetation, eradicate Noxious Weeds, and Poisonous Plants to the Touch, and prevent the spread of Invasive Plants.

Excessive growth of vegetation; Noxious Weeds; and the growth of Invasive Plants are all a public nuisance that degrade natural and maintained landscape areas, displace native plant species, increase erosion, destroy wildlife habitat, and/or adversely affect public health, safety or welfare; and that allowing them to proliferate creates short- and long-term impacts on the area including the diminution of property values and the integrity of the neighborhood; and interference with the orderly development and use of property in the City.

Sec. 17-11. Cutting Required:

It shall be unlawful for any owner, occupant, or agent or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including, but not specifically limited to, sidewalks, streets, alleys, easements, rights of way and all other areas, public or private. All "weeds" as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

(Ord. 96-11, § 1, 5-1-1996)

Sec. 17-12. Definitions:

For the purposes of this article, the following definitions shall apply:

Animal Pests shall mean vertebrate or invertebrate species that have a negative impact on human health, safety, and welfare, including domestic nuisance, property damage, environmental harm, and transmission of disease. Animal Pests include, but are not limited to, certain rodents, reptiles, and insects.

Invasive Plants shall mean species, including its seeds, spores, or other biological material capable of propagating that species, which is not native to that ecosystem; and whose presence causes or is likely to cause harm to the environment, economy, and/or human health. These species often grow, reproduce, and spread rapidly. Invasive Plants shall include bamboo. Said plants are only allowed when properly controlled as determined by the property inspector.

Native Plants shall mean vegetation that has evolved and naturally occurs in the region including native grasses, herbaceous plants, vines, shrubs, or trees.

Noxious Weeds shall mean plants listed as Category A, Category B or Category C noxious weed in Kansas Administrative Regulations Section 4-8-44 (effective March 26, 2021), entitled "Designation Noxious Weeds." (See Sec. 17-22)

Planned Sustainable Landscape shall mean a planned, intentional, and maintained planting of primarily native plants, grasses, vines, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Planned Sustainable Landscapes do not include turf grass lawns left unattended for the purpose of returning to a natural state.

Property Owner: The named property owner as indicated by the records of the register of deeds or appraiser's office in Lyon County, Kansas.

Representative: Any person or entity listed in Lyon County, Kansas, appraiser's office or treasurer's office for the purposes of paying taxes; a registered agent with the Kansas secretary of state's office for corporate or partnership ownership; an agent or manager directed by the property owner, estate or court order to represent the interests of the property or to otherwise control activities on the real property; or corporate officer.

Occupant: Any person who has a severable or non-severable interest in the real property either by oral or written lease or covenant or by other methods of conveying a limited interest in such lands or any person who occupies or has possession of such real property.

Weeds: As used herein, shall mean any of the following:

- (1) Noxious Weeds;
- (2) Invasive plants, brush, and woody vines when not properly controlled;
- (3) Plants which are likely to cause environmental harm or harm to human health including, but not limited to, plants which are deemed a fire hazard and plants which harbor Animal Pests; or
- (4) Lawn grasses and other vegetation more than 8" in height.

(Ord. 96-11, § 1, 5-1-1996)

Sec. 17-13. Public Officer:

The city manager shall designate a public officer to be charged with the administration and enforcement of this article. The public officer or an authorized assistant shall conduct investigations of violations of this article. If it is determined that a violation exists, the officer shall notify the clerk of such violation. (Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 1, 5-19-1999)

Sec. 17-14. Notice to Abate, Requirements:

- (a) The city clerk shall issue a notice to the owner, occupant, or agent by certified mail, return receipt requested, or by personal service to cut or destroy such weeds. If the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner. If the property is unoccupied, there is no agent, and the owner is unknown, notice shall be publicized in the official city newspaper. The notice of abatement shall state:
 1. A common and/or legal description of the property upon which the violation exists;
 2. That the property is in violation of the provisions of the city weed control ordinance;

3. A description of the nature of the violation that would reasonably allow the property owner, occupant, or agent to determine the nature of the violation to allow for self-abatement;
 4. That the owner, occupant, or agent shall cut or destroy the weeds;
 5. That if the owner, occupant, or agent fails to cut or destroy the weeds within ten (10) days of the mailing of the notice unless extended by the public officer, or in cases where the owner is unknown, and there is no resident agent, ten (10) days after notice has been published by the city in the official city newspaper, the city or its authorized agent may cut or destroy the weeds and assess the costs of removal, including reasonable administrative costs, against such person and property;
 6. That if the assessed costs of removal, including administrative costs, are not paid within thirty (30) days of the date when the assessment becomes due, the costs will be added to the property tax as a special assessment and may be collected from such person in the same manner as a personal debt until the costs are paid in full;
 7. That the public officer should be contacted if there are any questions regarding the notice;
 8. That the notice serves as the one-time yearly written notification for the property and that no further notice shall be given prior to removal of weeds or excess vegetation during the year; and
 9. That before the expiration of the waiting period provided herein the recipient thereof may request a hearing before the Community Housing Board of Appeals.
- (b) The notice of violation shall serve as a onetime yearly written notification for the property unless the record owner of title to the property changes subsequent to the sending of the notice of violation, in which case a notice of violation shall be sent to the new record owner. No further notice shall be given prior to removal of weeds or excess vegetation during the year.
- (c) Failure to sign for the certified, return receipt requested, mail notice from the city, or failure to pick up said notice from the post office within ten (10) days of the mailing of the notice shall not be deemed a lack of notice under this article where delivery was attempted and a record of this attempt was provided as required by procedures for restricted mail.
- (Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 2, 5-19-1999; Ord. 02-04, § 2, 3-6-2002; Ord. 11-16, 5-4-2011)

Sec. 17-15. Abatement By City:

- (a) If the occupant, owner or agent fails to request a hearing or refuses to cut or remove such weeds, after ten days' notice by the city clerk, or in cases where the owner is unknown or is a nonresident, and there is no resident agent, ten days after notice has been published by the city clerk in the official city paper, the city shall cut or destroy such weeds and shall keep an account of the cost of same and report to the city clerk.
 - (b) The city shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property or for damages to property in the reasonable exercise of its duty to the public to abate the violations. The city may use its own employees or contract for services to abate violations of this article. Any authorized officer or agent of the city shall be allowed to relocate or remove any trash, debris, limbs or brush, building materials or other items if such relocation or removal is reasonably necessary to abate the violation.
- (Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 3, 5-19-1999)

Sec. 17-16. Notice of Costs; Assessment and Collection:

- (a) The city shall give notice to the owner, occupant or agent by certified mail, return receipt requested, of the total cost of such cutting or removal incurred by the city; and the cost of providing notice, including postage, required by this article.
- (b) Such notice also shall state that payment of such cost is due and payable within 30 days following receipt of such notice.
- (c) If the cost of such removal or abatement is not paid within the thirty-day period, the city may levy a special assessment for such cost against the lot or piece of land in the same manner as provided in K.S.A. 12-1617e, and amendments thereto, or the city may collect the cost in the manner provided by K.S.A. 12-1,115, and amendments thereto. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and any applicable interest has been paid in full.

(Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 4, 5-19-1999)

Sec. 17-17. Exemptions:

The provisions of this article shall not apply to:

- (a) Undeveloped land, which is being used for agricultural purposes and is properly zoned for such use.
- (b) Any tract of land or portion thereof that is being used for agricultural purposes and is properly zoned for such use.
- (c) That portion of an undeveloped platted or unplatted tract, five (5) acres or more in area, which is more than one hundred feet (100') from any property line. (Ord. 96-11, § 1, 5-1-1996)
- (d) Planned Sustainable Landscape areas that meet the following criteria:
 - 1. all landscape material is maintained in a healthy condition and managed so as not to include unintended vegetation;
 - 2. The Planned Sustainable Landscape does not contain Invasive Plants, brush, or woody vines which are not properly controlled; turf grass; or any Noxious Weeds;
 - 3. Landscape boundaries are clearly defined through edging or containment and vegetation is not encroaching onto a neighboring property or public right of way; and
- (e) The Planned Sustainable Landscape meets the following setback requirements:
 - 1. Three feet from side and/or rear lot lines running the length of the property; and
 - 2. Three feet from any public street, sidewalk, or alleyway.
 - 3. No setback is required on side or rear lot lines where the defined landscape area abuts another similar private or public landscape area, or if a solid fence at least four feet in height is installed along the lot line adjoining the planned landscape.

Sec. 17-18. Alternate Procedures, Annual Notice of Weed Removal for Purposes of This Article:

In lieu of giving notice as provided by section 17-14 of this chapter, the city may give notice as provided by this section. The city clerk, public officer, or an authorized assistant shall provide a one-time yearly written notification by mail or personal service to the owner, occupant or agent of property in violation of the city weed control policy. Such notice shall include the same information required by said section 17-14 of this chapter. In addition, such notice shall include a statement that no further notice shall be given

prior to removal of weeds during the calendar year in which such notice is given prior to the removal of weeds.

If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title to such property is provided notice as required by this section.

(Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 5, 5-19-1999)

Sec. 17-19. Action In Municipal Court:

If the authorized public officer determines that a violation of this article exists, the officer may file a complaint with the municipal court for such violation. No other procedures are required as a prerequisite to the filing of a complaint.

(Ord. 96-11, § 1, 5-1-1996)

Sec. 17-20. Unlawful Interference:

It shall be unlawful for any person to interfere with or attempt to prevent the public officer or the public officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute an ordinance violation.

(Ord. 99-11, § 6, 5-19-1999)

Sec. 17-21. Penalty:

(a) Any property owner, occupant, or agent found in violation of this article shall be subject to prosecution in the Emporia municipal court. Any person found guilty of violating the provisions of this article shall be subject to a fine of not to exceed five hundred dollars (\$500.00).

(b) Prosecution of any offender under this article does not limit the city's right to abate any violation under this article or to additionally pursue assessment or collection of costs as stated in this article or by other laws.

(c) Each day that any violation of this article shall continue shall constitute a separate offense.

(d) The city shall further have the authority to maintain suits or actions in any court of competent jurisdiction for the purpose of enforcing any provision of this article, to seek civil penalties, to abate nuisances maintained in violation thereof, and in addition to seek other remedies, institute injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful nuisance or condition.

(Ord. 96-11, § 1, 5-1-1996; Ord. 99-11, § 7, 5-19-1999)

Sec. 17-22. Noxious Weeds:

(a) Nothing herein shall affect or impair the rights of the city under the provisions of chapter 2, article 13 KSA, relating to the control and eradication of certain noxious weeds.

(b) For the purpose of this article and pursuant to K.S.A. 2-1314 and amendments thereto, the term "noxious weeds" shall be designated and planed in the following categories:

1. Category A noxious weeds, which are weed species that are generally not found in the state or that are found limited in distribution throughout the state;
2. category B noxious weeds, which are weed species with discrete distributions throughout the state; and

3. category C noxious weeds, which are weed species that are well established within the state and known to exist in larger or more extensive populations in the state.
- (c) Category A noxious weeds shall be subject to control efforts directed at excluding the noxious weeds from the state or eradicating the population of noxious weeds wherever detected statewide, in order to protect neighboring lands and the state as a whole. Category A noxious weeds shall include the following
1. Hoary cress, *Lepidium draba*;
 2. leafy spurge, *Euphorbia virgata*;
 3. quackgrass, *Elymus repens*;
 4. Russian knapweed, *Rhaponticum repens*;
 5. kudzu, *Pueraria montana* variety *lobata*; and
 6. pignut, *Hoffmannseggia glauca*.
- (d) Category B noxious weeds shall be subject to control wherever populations have become established within the state and subject to control efforts directed at eradication wherever populations are not established. Category B noxious weeds shall include Canada thistle, *Cirsium arvense*.
- (e) New populations of category C noxious weeds shall be subject to control efforts directed at reducing or eradicating those populations. Known and established populations of category C noxious weeds shall be managed by any approved control method. Category C noxious weeds shall include the following:
1. Field bindweed, *Convolvulus arvensis*;
 2. musk thistle, *Carduus nutans*;
 3. sericea lespedeza, *Lespedeza cuneata*;
 4. Johnsongrass, *Sorghum halepense*; and
 5. bur ragweed, *Ambrosia grayii*.
- (f) Any county, city, township, or district weed supervisor or any official of another government agency may require the most stringent control measures specified in this regulation for any noxious weed, regardless of the category in which this regulation places that noxious weed, if the county, city, township, or district weed supervisor or government agency official determines that it is necessary to do so based on the results of the survey provided pursuant to K.S.A. 2-1316, and amendments thereto. (Authorized by and implementing K.S.A. 2019 Supp. 2-1314 and 2-1315; effective March 26, 2021.)

Title: KDHE NPDES MS4 Permit Discussion
Agenda Date: February 21, 2024
Presented By: Jim Ubert, City Engineer

Background:

City Engineering provides a yearly report to KDHE regarding the City's efforts towards compliance for our City wide NPDES MS4 Permit (Kansas Permit No. M-NE24-SN01, Federal Permit No. KSR440005).

Discussion:

N/A

Financial Considerations

N/A

Attachments

KDHE NPDES MS4 Permitted Cities/Counties

KDHE NPDES MS4 Yearly Permit Form

MS4	PHASE	CITY	COUNTY	TOWNSHIP	STATE AGENCY	YEAR OF FIRST PERMIT	KANSAS PERMIT No.	FEDERAL PERMIT No.
Andover	II	X				2004	M-WA01-SU01	KSR410001
Arkansas City	II	X				2004	M-AR06-SN01	KSR440001
Bel Aire	II	X				2004	M-LA23-SU01	KSR410002
Bonner Springs	II	X				2004	M-KS06-SU01	KSR410003
Coffeyville	II	X				2004	M-VE09-SN01	KSR440002
Derby	II	X				2004	M-AR29-SU01	KSR410004
Dodge City	II	X				2004	M-UA11-SN01	KSR440003
Eastborough	II	X				2015	M-AR31-SU01	KSR410041
Edwardsville	II	X				2015	M-KS14-SU01	KSR410040
El Dorado	II	X				2004	M-WA09-SN01	KSR440004
Emporia	II	X				2004	M-NE24-SN01	KSR440005
Fairway	II	X				2004	M-MO34-SU01	KSR410005
Garden City	II	X				2004	M-UA14-SN01	KSR440006
Gardner	II	X				2015	M-MC51-SU01	KSR410042
Goddard	II	X				2015	M-AR37-SO01	KSR410043
Great Bend	II	X				2004	M-UA16-SN01	KSR440007
Hays	II	X				2004	M-SH16-SN01	KSR440008
Haysville	II	X				2004	M-AR43-SU01	KSR410006
Hutchinson	II	X				2004	M-AR49-SN01	KSR440009
Johnson County	II		X			2004	M-KS52-SU02	KSR410007
Junction City	II	X				2004	M-LR15-SN01	KSR440010
Kansas Department of Transportation Kansas City	II				X	2004	M-KS27-SU01	KSR410008
Kansas Department of Transportation Lawrence	II				X	2004	M-KS31-SU02	KSR410009
Kansas Department of Transportation Manhattan	II				X	2004	M-KS38-SU01	KSR410050

Kansas Department of Transportation St. Joseph	II				X	2004	M-MO05-SU01	KSR410010
Kansas Department of Transportation Topeka	II				X	2004	M-KS72-SU02	KSR410011
Kansas Department of Transportation Wichita	II				X	2004	M-AR94-SU02	KSR410012
Kechi	II	X				2004	M-LA09-SU01	KSR410013
Lake Quivera	II	X				2015	M-KS28-SU01	KSR410045
Lawrence	II	X				2004	M-KS31-SU01	KSR410014
Leavenworth	II	X				2004	M-MO12-SN01	KSR440011
Leawood	II	X				2004	M-MO27-SU01	KSR410015
Lenexa	II	X				2004	M-KS34-SU01	KSR410016
Maize	II	X				2004	M-AR58-SU01	KSR410017
Manhattan	II	X				2004	M-KS38-SN01	KSR440012
McConnell AFB	II					2004	F-AR94-SU01	KSR410018
McPherson	II	X				2004	M-LA11-SN01	KSR440013
Merriam	II	X				2004	M-KS44-SU01	KSR410019
Mission	II	X				2004	M-KS45-SU01	KSR410021
Mission Hills	II	X				2004	M-MO37-SU01	KSR410022
Mission Woods	II	X				2015	M-MO40-SU01	KSR410046
Mulvane	II	X				2004	M-AR64-SU01	KSR410024
Newton	II	X				2004	M-LA13-SN01	KSR440014
Olathe	II	X				2004	M-KS52-SU01	KSR410025
Ottawa	II	X				2004	M-MC31-SN01	KSR440015
Overland Park	II	X				2004	M-MO28-SU01	KSR410026
Park City	II	X				2004	M-LA19-SU01	KSR410027
Parsons	II	X				2004	M-NE55-SN01	KSR440016
Pottawatomie County	II		X			2015	M-KS38-SU03	KSR410046
Pittsburg	II	X				2004	M-NE57-SN01	KSR440017
Prarie Village	II	X				2004	M-MO38-SU01	KSR410028
Riley County	II		X			2015	M-KS38-SU04	KSR410038
Roeland Park	II	X				2004	M-MO35-SU01	KSR410030
Salina	II	X				2004	M-SH33-SN01	KSR440018
Sedgwick County	II		X			2004	M-AR94-SU01	KSR410032
Shawnee	II	X				2004	M-KS68-SU01	KSR410033

Shawnee County	II		X			2004	M-KS72-SU01	KSR410034
Topeka	I	X				1997	M-KS72-SO01	KS0093327
Unified Gov. of Wyandotte Co. & Kansas City	I	X				2001	M-MO25-SO01	KS0095656
Valley Center	II	X				2004	M-LA16-SU01	KSR410037
Westwood	II	X				2004	M-MO36-SU01	KSR410038
Westwood Hills	II	X				2015	M-MO39-SU01	KSR410049
Wichita	I	X				1998	M-AR94-SO01	KS0091049
Winfield	II	X				2004	M-WA17-SN01	KSR440019

KANSAS STORMWATER 2023 ANNUAL REPORT FORM FOR MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)

Please place an "X" in the left box if any information has changed from previous years

☐	Permittee [Agency Name] Mailing Address 1:	
☐	Mailing Address 2:	
☐	Municipality:	
	State:	Kansas
☐	Zip Code:	
☐	MS4 Program Contact - Person:	
☐	Contact E-Mail Address:	
☐	Contact Phone Number:	
☐	MS4 Program Construction Contact - Person	
☐	Construction E-Mail Address:	
☐	Contact Phone Number:	
☐	Kansas Permit Number: — Ex. M-MC21-SU01	

Reporting period covers activities from January 1, 2023 through December 31, 2023.

This annual report must be submitted to the Kansas Department of Health and Environment (KDHE) by February 28th, 2024. The annual report is to be submitted as PDF files to KDHE via Kansas Environmental Information Management System (KEIMS). There is no requirement to provide hard copies of any documents.

IN ADDITION, provide the following:

1. A current copy of the Stormwater Management Program (SMP) Document as a PDF file along with the Annual Report.
2. Include an executive summary to this report which briefly covers the major aspects of the MS4 stormwater management program enacted during the year. In completing the executive summary, the preparer should address the following questions:
 1. Were there any aspects of the program that appeared especially effective at reducing pollutants in your stormwater discharge?
 2. Were there any aspects of the program that provided unsatisfactory results?
 3. What was the most successful part of the program?
 4. What was the most challenging aspect of the program?
 5. Describe any City/County area MS4 clean-ups and the participation.
 6. Describe the elected officials' participation in the stormwater pollution elimination.
 7. Describe the collaboration with other organizations to eliminate stormwater pollution.
 8. If an audit/inspection of your MS4 program was conducted by EPA or KDHE during the year, list the items the audit/inspection report identified as required changes and provide a narrative explanation of how the changes were implemented or explain the plan to implement the changes and identify a target date for final implementation.

The executive summary does not need to be extensive and detailed. It is anticipated the executive summaries will range from one half of a page to two pages in length depending on the scope of the program.

3. Any new stormwater ordinances/resolutions or revised ordinances/resolutions which have not already been submitted to KDHE for review and retention.

**TOPICS REQUIRED TO BE ADDRESSED IN THIS REPORT AS IDENTIFIED
IN PART V OF THE PERMIT**

Within the next one or two pages, or perhaps more if so desired, provide comments addressing the following items:

1. Provide the status of compliance with permit conditions, an assessment of the appropriateness of the implemented Best Management Practices, progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable (MEP), and the measurable goals with an indication of the progress toward meeting the goals for each of the six minimum control measures.
2. Provide results of information collected and analyzed, (for example test results, surveys, or public comments/input) during the annual reporting period. This may include monitoring data used to assess the success of best management practices with respect to reduction in pollutant discharge. Include an interpretation of the information which addresses success or failure of the portion of the program for which the information applies.
3. Provide results of information collected and analyzed, if any, during the annual reporting period, including monitoring data used to assess the success of the program at reducing the TMDL regulated pollutants.

4. Provide a summary of the stormwater activities that were scheduled to be undertaken during the previous calendar year and the status of these activities.
5. Provide a summary of the stormwater activities which are scheduled to be undertaken during the next calendar year (including an implementation schedule).
6. Provide a map showing changes in the permittee's Permit Area if the permit area has changed within the year.
7. Provide a description of significant changes in any of the BMPs.
8. Provide a list of any ordinances or resolutions which were updated in the last year and are associated with the SMP. Please note, page on of this report requires submission of any new stormwater related ordinances or resolutions or any such updated ordinances or resolution be submitted with this annual report.
9. Provide a list of other parties (such as other municipalities or consultants), which are responsible for implementing any of the program areas of the Stormwater Management Program.
10. For Phase I permittees only, provide a summary of the inspection results, including the wet weather surface water quality monitoring test results, and information obtained under PART III Monitoring Industrial Stormwater Discharges section of this permit.

SIX MINIMUM CONTROL MEASURES FOR MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s) WITH NPDES PERMITS

The following outlines the NPDES permit requirements for implementation of the Six Minimum Control Measures as required under Kansas MS4 permits issued by the KDHE. The NPDES permit provided to the MS4 authority should be reviewed for additional requirements associated with implementation of the Six Minimum Control Measures such as deadlines for the implementation of the requirements or supplemental requirements associated with the individual measures. The general requirements are as follows:

A. Six Minimum Controls — The permittee shall develop and implement Best Management Practices (BMPs) with measurable goals for each of the six minimum control measures. The six minimum control measures and the associated requirements are listed and explained as follows:

1. Public Education and Outreach

The permittee shall implement a public education program which includes distribution of educational materials to the community or conducting equivalent outreach activities which address the impacts of stormwater discharges on water bodies and the steps the public can take to reduce pollutants in stormwater runoff.

2. Public Involvement and Participation

The permittee shall implement a public involvement and participation program to solicit public comment and recommendations regarding the BMPs and measurable goals utilized by the permittee to comply with the permit. The permittee shall comply with state and local public notice requirements when implementing a public involvement and participation program.

3. Illicit Discharge Detection and Elimination

The permittee shall:

- a. develop, implement and enforce a program to detect and eliminate illicit discharges into the MS4;
- b. Develop a storm sewer system map of the permittee's MS4, showing the location of all outfalls, either pipes or open channel drainage, showing the names and location of all streams or lakes that receive discharges from those outfalls. A copy of the map shall be submitted to KDHE. This map may be submitted as a PDF file(s) on a CD or DVD.
- c. Enact ordinances or resolutions to prohibit non-stormwater discharges into the storm sewer system and implement appropriate enforcement procedures and actions if the permittee has such authority. A copy of the ordinances or resolutions shall be submitted to KDHE.
- d. Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste; and
- e. Develop and implement a plan to detect and address prohibited non-stormwater discharges, including but not limited to illegal dumping, to the storm sewer system. Unless identified by either the permittee or KDHE as a significant source of pollutants

to waters of the state, the following examples of non-stormwater discharges are not prohibited from entering the MS4:

1. Water line flushing
2. Diverted stream flow
3. Rising groundwaters
4. Uncontaminated groundwater infiltration as defined under 40 CFR 35.2005(20) to separate storm sewers
5. Uncontaminated pumped groundwater
6. Contaminated groundwater if authorized by KDHE and approved by the municipality
7. Discharges from potable water sources
8. Foundation drains
9. Air conditioning condensate
10. Irrigation waters
11. Springs
12. Water from crawl space pumps
13. Footing drains
14. Lawn watering
15. Individual residential car washing
16. Occasional not-for-profit car wash activities
17. Flows from riparian habits and wetlands
18. Dechlorinated swimming pool discharges excluding filter backwash
19. Street wash waters (excluding street sweepings which have been removed from the street)
20. Discharges of flows from firefighting activities
21. Heat pump discharge waters (residential only)
22. Treated wastewater meeting requirements of a NPDES permit
23. Sump pump drains
24. Other discharges determined not to be a significant source of pollutants to waters of the state, a public health hazard, or a nuisance

4. Construction Site Stormwater Runoff Control

The permittee shall develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of stormwater discharges from construction activity disturbing less than one acre must be included in the program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. The program must include the development and implementation, at a minimum, of the following:

- a. Permittees which have the authority to enact ordinances or resolutions shall enact such ordinances or resolutions to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State and Local law;
- b. Requirements for construction site owners or operators to implement appropriate erosion and sediment control best management practices;
- c. Requirements for construction site owners or operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that are likely to cause adverse impacts to water quality;
- d. Procedures for site plan review which incorporate consideration of potential water quality impacts;

- e. Procedures for receipt and consideration of information submitted by the public;
- f. Procedures for site inspection and enforcement of control measures.

5. **Post-Construction Stormwater Management in New Development and Redevelopment Projects**

The permittee shall develop, implement, and enforce a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development and implementation, at a minimum of the following:

- a. BMPs to prevent or minimize adverse water quality impacts;
- b. Strategies which include a combination of structural and/or non-structural BMPs appropriate for the municipality;
- c. For permittees which have the authority, ordinances or resolutions to address post-construction runoff from new development and redevelopment projects to the extent allowable under State and local law;
- d. Ensure adequate long-term operation and maintenance of BMPs

6. **Pollution Prevention/Good Housekeeping for Municipal Operations**

The permittee shall develop and implement an operation and maintenance program that includes employee training to prevent and reduce stormwater pollution from municipal operations activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

B. Stormwater Management Program

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	Has the Stormwater Management Program (SMP) been developed and implemented?
☐	☐	☐	Has the SMP been modified or updated during this reporting period?
☐	☐	☐	If the answer to question 2 above was "yes," has the modified SMP been submitted to KDHE for review?

If the answer to item 3 is a "NO," a copy of the updated SMP must be submitted with this annual report. If it is anticipated a measurable goal cannot be met in the next year the SMP should be modified and submitted to KDHE for review. The modifications may include different BMPs and/or revised goals to avoid being in a position of non-compliance. However; reasonable BMPs with reasonable goals must be implemented or KDHE may require the permittee to modify the SMP to include additional or better BMPs and/or more reasonable goals.

C. Total Maximum Daily Load (TMDL) Best Management Practices (BMPs)

Some permittees are required to implement BMPs to reduce the discharge of listed TMDL regulated pollutants (potentially any or all of the following pollutants – bacteria, nutrients, and sediment)

Please place an “X” in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	Were any BMPs intended to attenuate the discharge of TMDL regulated pollutants implemented? See your permit to determine if TMDL regulated pollutants are listed for the receiving stream affected by your stormwater system (TMDL Table).
☐	☐	☐	List all of the BMPs intended to attenuate the discharge of TMDL regulated pollutants as identified in the SMP and provide the requested information in the following table.

List all the TMDL BMPs as identified in the SMP and provide the requested information in the following table.

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D. TMDL BMP Table

The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	REGULATED TMDL PARAMETERS	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR TMDL				

D. TMDL BMP Table

The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	REGULATED TMDL PARAMETERS	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR TMDL				

E. Stormwater Management Program Requirements (Six Minimum Control Measures)

1. Public Education and Outreach (Table)

List all of the public education and outreach BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC EDUCATION AND OUTREACH →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

1. Public Education and Outreach (Table)

List all of the public education and outreach BMPs as identified in the SMP and provide the requested information in the following table. The BMP listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC EDUCATION AND OUTREACH →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

1. Public Education and Outreach (Table)

List all of the public education and outreach BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC EDUCATION AND OUTREACH →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

1. Public Education and Outreach (Table)

List all public education and outreach BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC EDUCATION AND OUTREACH →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

2. Public Involvement and Participation (Table)

List all public involvement and participation BMPs as identified in the SMP and provide the requested information in the following table.
The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC INVOLVEMENT AND PARTICIPATION →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

2. Public Involvement and Participation (Table)

List all public involvement and participation BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC INVOLVEMENT AND PARTICIPATION —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

2. Public Involvement and Participation (Table)

List all public involvement and participation BMPs as identified in the SMP and provide the requested information in the following table.
The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC INVOLVEMENT AND PARTICIPATION —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

2. Public Involvement and Participation (Table)

List all public involvement and participation BMPs as identified in the SMP and provide the requested information in the following table.
The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR PUBLIC INVOLVEMENT AND PARTICIPATION →			

E. SMP Requirements (Six Minimum Control Measures) (Continued)**1. Illicit Discharge Detection and Elimination**

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	Has a program/plan been developed and is it presently implemented to detect and address illicit/prohibited discharges into the MS4? If yes, describe the plan below:
☐	☐	☐	Has a map of the MS4 been developed, showing the location of all outfalls, either pipes or open channel drainage, showing names and location of all streams or lakes receiving discharges from the outfalls? If yes, attach map.
☐	☐	☐	The permit may require the permittee enact ordinances, or resolutions. Have ordinances, or resolutions, or regulations to prohibit non-stormwater discharges into the storm sewer system been enacted? If yes, list ordinances/resolutions and their effective dates below:
☐	☐	☐	Have the ordinances, resolutions, or regulations been modified? If yes, list ordinances/resolutions and their effective dates below:

List all the Illicit Discharge Detection and Elimination BMPs as identified in the SMP and provide the requested information in the following table

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

3. Illicit Discharge Detection and Elimination (Table)

List all illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

3. Illicit Discharge Detection and Elimination (Table)

List all illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

3. Illicit Discharge Detection and Elimination (Table)

List all illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

3. Illicit Discharge Detection and Elimination (Table)

List all illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION →			

E. SMP Requirements (Six Minimum Control Measures) (Continued)**2. Construction Site Stormwater Runoff Control**

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	The permit requires the permittee, if they have such authority, to enact ordinances or resolutions. Have ordinances or resolutions to address construction site runoff from new development/redevelopment projects been enacted? If yes, list ordinances/resolutions and their effective dates below:
☐	☐	☐	Has a copy of the ordinances or resolutions been submitted to KDHE as required by the permit?
☐	☐	☐	Has a procedure or program been developed requiring construction site owners and/or operators to implement appropriate erosion and sediment control best management practices? If yes, describe plan below:
☐	☐	☐	Has a procedure or program been developed requiring construction site owners and/or operators to control waste such as discarded building materials, concrete truck washout, chemicals, paint, litter, and sanitary waste at construction sites likely to cause adverse impacts to water quality? If yes, describe procedure/program below:
☐	☐	☐	Has a procedure been developed and implemented requiring site plan review which includes consideration of potential water quality impacts? If yes, describe procedure below:
☐	☐	☐	Has a procedure been developed for the receipt and consideration of information submitted by the public? If yes, describe procedure below:

☐	☐	☐	Has a procedure been developed and implemented for construction site inspection and enforcement of the control measures?
			If yes, describe procedure below:

List all the construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table

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E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

4. Construction Site Stormwater Runoff Control (Table)

List all construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR CONSTRUCTION SITE STORMWATER RUNOFF CONTROL —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

4. Construction Site Stormwater Runoff Control (Table)

List all construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR CONSTRUCTION SITE STORMWATER RUNOFF CONTROL —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

4. Construction Site Stormwater Runoff Control (Table)

List all construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR CONSTRUCTION SITE STORMWATER RUNOFF CONTROL —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

4. Construction Site Stormwater Runoff Control (Table)

List all construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR CONSTRUCTION SITE STORMWATER RUNOFF CONTROL →			

E. SMP Requirements (Six Minimum Control Measures) (Continued)**3. Post-Construction Site Stormwater Management in New Development and Redevelopment**

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	The permit requires the permittee, if they have such authority, to enact ordinances or resolutions. Have ordinances or resolutions to address construction site runoff from new development and redevelopment projects been enacted? If yes, list ordinances/resolutions and their effective dates below:
☐	☐	☐	Has a copy of the ordinances or resolutions been submitted to KDHE as required by the permit?
☐	☐	☐	Has a post-construction stormwater runoff program been implemented? If yes, describe the program below:
☐	☐	☐	Have post-construction sites been inspected?
☐	☐	☐	Are BMPs specified to minimize adverse water quality impacts?
☐	☐	☐	Have strategies been developed to include a combination of structural and/or non-structural BMP appropriate for the municipality?
☐	☐	☐	Have measures been implemented to ensure adequate long-term operation and maintenance of structural BMPs? If yes, describe measures below:

List all the post-construction site stormwater management in new development and redevelopment BMPs as identified in the SMP and provide the requested information in the following table.

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

5. Post-Construction Stormwater Management (Table)

List all post-construction stormwater management BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR POST-CONSTRUCTION STORMWATER MANAGEMENT —————→			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

5. Post-Construction Stormwater Management (Table)

List all post-construction stormwater management BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR POST-CONSTRUCTION STORMWATER MANAGEMENT →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

5. Post-Construction Stormwater Management (Table)

List all post-construction stormwater management BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR POST-CONSTRUCTION STORMWATER MANAGEMENT →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

5. Post-Construction Stormwater Management (Table)

List all post-construction stormwater management5 BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR POST-CONSTRUCTION STORMWATER MANAGEMENT —————→			

E. SMP Requirements (Six Minimum Control Measures) (Continued)

4. Municipal Pollution Prevention/Housekeeping

Please place an “X” in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	The permit requires the permittee to enact a program to address pollution prevention/good housekeeping for Municipal Operations. Has such a program been enacted?
			If yes, describe program below:

List all the municipal pollution prevention/housekeeping BMPs as identified in the SMP and provide the requested information in the following table.

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E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

6. Municipal Pollution Prevention / Housekeeping (Table)

List all municipal pollution prevention / housekeeping BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR MUNICIPAL POLLUTION PREVENTION / HOUSEKEEPING →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

6. Municipal Pollution Prevention / Housekeeping (Table)

List all municipal pollution prevention / housekeeping BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR MUNICIPAL POLLUTION PREVENTION / HOUSEKEEPING →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

6. Municipal Pollution Prevention / Housekeeping (Table)

List all municipal pollution prevention / housekeeping BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR MUNICIPAL POLLUTION PREVENTION / HOUSEKEEPING →			

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

6. Municipal Pollution Prevention / Housekeeping (Table)

List all municipal pollution prevention / housekeeping BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
TOTAL POINTS CLAIMED FOR MUNICIPAL POLLUTION PREVENTION / HOUSEKEEPING →			

SMP Requirements (Six Minimum Control Measures) (Continued)

5. **PHASE ONE OPERATORS ONLY:** Monitoring Industrial and High-Risk Runoff

The permit requires the permittee to enact a program to address post-construction site stormwater runoff from new development and redevelopment.

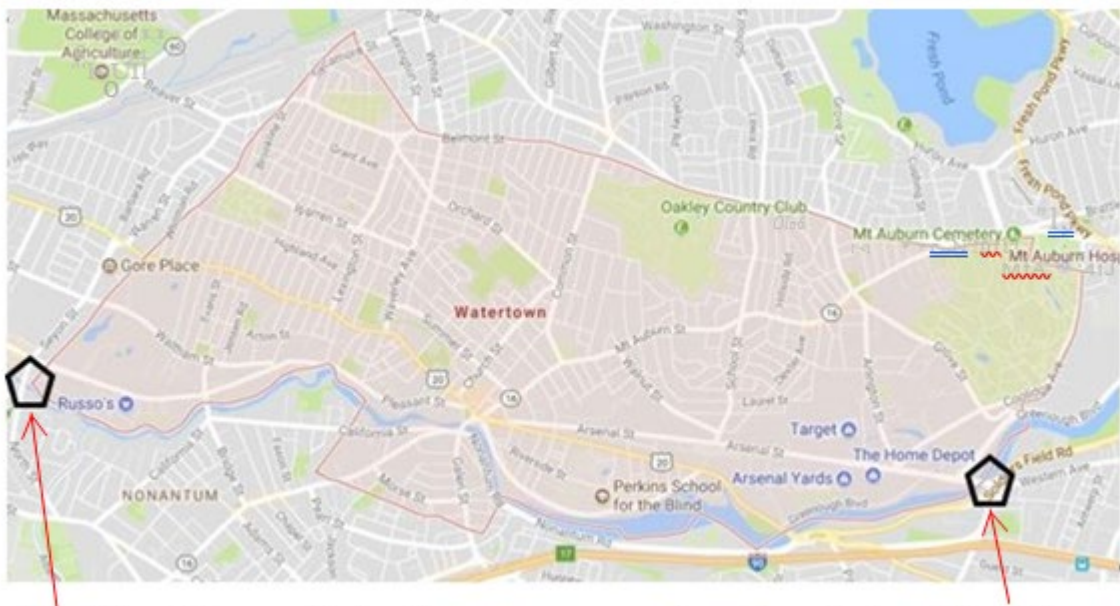
Please place an “X” in the left boxes to complete the table below.

YES	NO	N/A	
☐	☐	☐	Has the permittee developed and maintained a list of the municipal industrial facilities contributing to the pollutant loading to the MS4?
☐	☐	☐	Have at least two municipal industrial facilities on the list had inspection and sampling conducted?
			If yes, list inspected facilities and the results of the inspections below:
☐	☐	☐	If the answer to items 1 and 2 is “No,” provide a statement.

E. Recordkeeping and Reporting

Some permittees are required to monitor surface waters if the permit includes TMDL monitoring requirements for Specific Impaired Streams to Target within Part II of the permit and surface water monitoring locations are identified in a subsequent table. Provide a current map of monitoring locations and site information data in the succeeding table (expand the table if necessary to address all sites).

Example map and table below—Please attach map and fill out table on page 26 and adjust as needed.



Upstream Site: Farwell Street Bridge over Charles River

Downstream Site: Arsenal Street Bridge over Charles River

KEIMS Site Name	001A - Farwell	001B - Arsenal
Sample Location Description	On the east side of this bridge is a pedestrian walkway where a rope and bucket is lowered to the middle of the river to obtain a sample.	From the bike path on the southeast end of the bridge a path extends down to the bank of the river. A 10 foot long sample pole with bucket at the end is used to reach out past littoral vegetation and obtain a sample.
Lat/Long Data Decimal & Degree Format		
Latitude	42.367056°	42.358910°
Longitude	-71.218089°	-71.161087°

Please fill out table below accordingly and review the example map and table on the previous page for reference. The Site Names can be viewed in KEIMS under Discharge Monitoring Reports.

*Clearly label sites as upstream or downstream which are on the same stream/river.

Sample Site Information Tables

KEIMS Site Name		
Sample Location Description		

Lat/Long Data Decimal Degree Format (not degree-minutes-seconds)		
Latitude	°	°
Longitude	°	°

KEIMS Site Name		
Sample Location Description		

Lat/Long Data Decimal Degree Format (not degree-minutes-seconds)		
Latitude	°	°
Longitude	°	°

KEIMS Site Name		
Sample Location Description		

Lat/Long Data Decimal Degree Format (not degree-minutes-seconds)		
Latitude	°	°
Longitude	°	°

KEIMS Site Name		
Sample Location Description		

Lat/Long Data Decimal Degree Format (not degree-minutes-seconds)		
Latitude	°	°
Longitude	°	°

Copy additional site information tables below as necessary to list information for all sites.

Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Permittee:_____ **Date Signed**_____

(Legally responsible person)

Name Printed:_____ **Title**_____

40 CFR 122.22 Signatories to permit applications and reports.

(a)Application. All permit applications shall be signed by either a principal executive officer or ranking elected official.

All reports required by permits, and other information requested by the Director shall be signed by a person described in paragraph (a) of this section, or by a duly authorized representative of that person.

Please note the submission requirements on page 1.

KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT

Municipal Programs Unit

1000 SW Jackson Street, Suite 420

Topeka, Kansas 66612

KDHE.MS4@ks.gov

Title: Civic Leadership Institute Proposal

Agenda Date: February 21st, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

The Civic Leadership Institute is a program that was created to meet the following goals:

- Increase community engagement.
- Educate citizens about various aspects of our local government.
- Help citizens understand how decisions are made and how resources are allocated.
- Empower residents by equipping them with knowledge.
- Facilitate positive interactions and relationships between residents and government officials.
- Develop a cadre of informed and engaged citizens who can contribute to the advancement of our community.

Discussion:

Please review the full proposal and provide any feedback or suggestions.

Financial Considerations:

The total cost of the program should not exceed \$2,000.

Other Considerations:

N/A

Attachments:

Civic Leadership Institute Proposal



City of Emporia Civic Leadership Institute

Welcome to Class



Background: Mission and Objectives

Program Mission

- The mission of the Civic Leadership Institute is to provide Emporia residents with the tools, resources, and information to become knowledgeable community members and effective community leaders.

Program Objectives

- Help the public gain a better understanding of what each city department does and how they coordinate to enhance the quality of life for residents.
- Provide a clear explanation of how municipal government functions.
- Encourage increased civic engagement.
- Give residents the opportunity to become more involved in the shaping and development of their community.
- Participants will informally become ambassadors on behalf of the City.



Logistics: Schedule

Program Schedule Details

- Eight-week program with a graduation/celebration at the end
- Two times per year (ideally spring/summer)
- Sessions: 1 per week, 2.5 hours max
 - 5:30pm-8:00pm

Session Outline

Week	Location	Details	Staff Member(s)
Module One	Courtroom	Welcome, Intros, Norms, History,	Trey/Danny
Module Two	Conference Room 1 A/B	Finance, Budget, Taxes, Water Service	Janet
Module Three	White Auditorium	Engineering, Community Development, Economic Development	Jim W./Jim U./Mark M.
Module Four	Public Works Building	Public Works	Dean/Jack
Module Five	Conference Room 1 A/B	Building and Neighborhood Development	Kory
Module Six	Zoo Ed Building/Park	Parks and Facilities	Kevin/Lisa
Module Seven	Fire Department/Police Conference Room	Fire, Police	Ed/Brandon
Module Eight	Chamber/Mainstreet	City Adjacent Organizations/Boards and Commissions	Jeanine/Casey/Lelan/RDA
Module Nine	Little Theatre	HR, Judicial System (attorney), Commission, City Manager	Trey/Mark/Christina/Christine/Commissioners/Jo Lynne
Graduation	Little Theatre	Celebration	Everybody!

Logistics: Application



City of Emporia-Civic Leadership Institute Application

* Required

1. Full name *

Enter your answer

2. Date of birth *

Please input date (M/d/yyyy)

3. Phone number *

Enter your answer

4. Email address *

Enter your answer

5. Home address *

Enter your answer

Use the QR code or link [HERE](#) to access the live application.



Logistics: Applicants

Applicant Requirements

- Emporia resident
- 18 years of age or older
- Commitment to attend all sessions and fully participate (graduation requirement)
- No fee required
- Must be able to provide their own transportation

Not Required but Preferred

- Genuine interest in local government
- Willing to get involved after completion of program

Class Descriptors

- 10-15 participants per class
- Diverse backgrounds
- If demand is higher than available slots, create waiting list

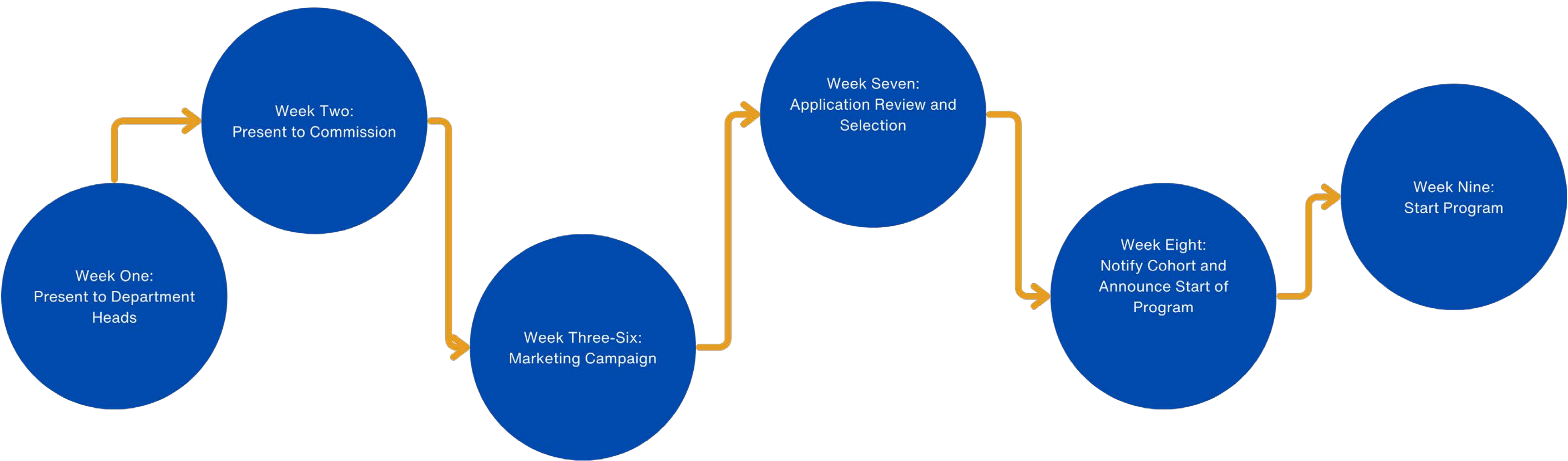


Logistics: Program Budget

Item	Quantity	Amount	Total	Description
Snacks and Drinks for Each Session	9 Sessions	See Description	\$300	Pop Water Chips Sweets (candy, cookies, etc.) Beef Jerky
Graduation Catering	40 guests	\$15/guest	\$600	Sue Bryson
Civic Leadership Institute Polo	15	\$30/participant	\$450	Christine Torrens
Graduation Plaques	15	\$30/participant	\$450	Complete Works
Total			\$1,800	

***A typical budget for this kind of program can range from \$200 to \$5,000.
This budget is negotiable.**

Roll Out Timeline (9 Weeks Total)



Marketing

Overall Messaging:

Unlock the Power of Community Leadership! Join Emporia’s Civic Leadership Institute: Your Gateway to Understanding City Departments, Municipal Governance, and Shaping Our Future Together. Register now to become a knowledgeable community member and a force for positive change! #EmporiaCLI #CommunityLeadership #EngageInspireTransform

Working with Communications Manager to utilize the following mediums:

Newspaper



Facebook

City Website



Instagram

Radio



Module Overview

Each Module is intended to:

- Inform citizens about how specific City business is conducted.
 - Provide an opportunity for citizens to apply their learning in a real-life simulation.
 - Highlight and build empathy for regular city occurrences that may impede service delivery.
 - Enhance the desire to get involved and make a difference.
-
- Note: Participants will be required to sign a waiver of liability so that we don't run into any issues if they get hurt during any of the tours or activities.

Module Overview: Staff Involvement

Scenario One:

The facilitator will share a presentation with the participants. The facilitator will create the presentation and present to Department Head for review and approval. The Department Head will not be required to attend or present at the Institute, they will be behind the scenes ensuring that the appropriate information is presented.

Scenario Two:

The facilitator will work to develop and present the information collaboratively with the department head. This would be a joint presentation that includes input and information from both the facilitator and the Department Head. This could also be conducted as an interactive interview where the facilitator cultivates questions and gives the Department Head ample time to prepare, and they conduct the interview in front of the participants with an open Q&A at the end.

Scenario Three:

The Department Head will share a presentation with the participants. The Department Head will create the presentation and present to facilitator for review and approval. The facilitator will present all other parts of the module, just not the information portion

Module One-Welcome and Introductions

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (10 min.)	Briefly review the attendance requirement and emphasize the use of the sign in sheet to track attendance.
5:40pm	Welcome	Welcome participants to the cohort (10 min.)	Either Trey or Mayor Giefer (or both) coming to welcome the cohort. Informal, relaxed, fun, but emphasize importance of their participation and gratitude for their interest.
5:50pm	Develop and Discuss Norms	Work together to develop and agree upon norms for the working group (20 min.)	Establish Norms for the Cohort • Define Norms: rules or standards of behavior that are shared by members of a social group • Rules of Norms: usually 4-5, easy to articulate/remember, not restrictive but informational • Examples of Norms • Develop norms that fit our group • Be sure to include 'Brave Space: what's said here stays here, what's learned here leaves here
6:10pm	Icebreaker	Get cohort members comfortable and acquainted with one another (20 min.)	Citizen's Bingo • Each person will receive a bingo card with different traits/facts • They will have 10 minutes to find people to sign their bingo card • The first round will be any kind of bingo-the last round will be black out • Each person will share info about one person they've met (i.e. I know that Brenda has lived in Emporia for more than 5 years, etc.)
6:30pm	Program Overview	Review the timeline and commitments of the program (20 min.)	Go through the program goals, the schedule for the following weeks, the topics that will be covered, requirements, locations, etc.
6:45pm	Tour	A brief history of the City of Emporia	Bus Tour with Roger Heineken.
7:50pm	Debrief	Reflect on what we've learned and what we're looking forward to (10 min.)	Have people share their goals if they want. Introduce end of session survey. Introduce the presentations that will be given at the end.

Module Two-City Budget and Finance

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Icebreaker	Get cohort members comfortable and acquainted with one another (25 min.)	Maze Activity: There will be a 3x3 maze on the floor, no labels or direction. Everyone must complete the maze correctly. If you miss a step, you must exit the maze and start over. You may not talk while someone is in the maze. If you don't beat the time, you get a new maze. Collaboration
6:00pm	Interview	Interview with Finance Director, Janet Harouff (30 min.)	Questions: What all does your job entail? How is the city budget created? Where do our taxes go? How much money does the city typically make each year? How much money does the city typically spend each year? What do we spend the most on as a city? What is your favorite part of your job? 5 minutes for Q&A
6:30pm	Tour	Help participants learn where everything is in the Civic Auditorium	Take them around the Civic and show them where offices are and give examples of common things the public visits for.
7:00pm	Application	Participants will apply what they learned from Janet and attempt to develop their own budget (30 min.)	Budget Simulation.
7:30pm	Presentation	Each group will have 5 minutes to present their budget	1. Are all services met? 2. How much do you have in reserves? 3. Did you have to raise property taxes? 4. How did the group work together?
7:50pm	Debrief	Reflect on what we've learned and what we're looking forward to (10 min.)	Discuss what this process taught them and what they learned about the difficulty of balancing a city budget. Place Finance on the map and discuss how it impacts other components of the map. Review final presentations.

Module Three-Engineering and Economic Development

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Icebreaker	Get cohort members comfortable and acquainted with one another (20 min.)	Spaghetti Tower: each group will get a certain amount of noodles and marshmallows and they will have to build a freestanding structure. The tallest structure standing with no assistance wins.
6:00pm	Interview	Interview with City Engineer, Jim Ubert and Special Projects Coordinator Jim Witt (30 min.)	Questions: What all does your job entail? What kinds of projects do you work on? What is the process for most typical projects? How do engineering and economic development coordinate? Does this city control what projects come and go? How does the city support economic development? What is your favorite part of your job? 5 minutes for Q&A
6:30pm	Tour	Help participants understand the City's role in development	Visit a site that is in progress or recently completed and discuss the components that are the City's responsibility vs. the developer. Talk about the process and the needs.
7:15	Application	Participants will apply what they learned from Jim and Jim and attempt to develop their dream Emporia (30 min.)	Give each person a blank plat or an open piece of land from Beacon. Let them decide what kind of development they want to create and have them sketch out the layout. Include as many of the real components of a sketch as possible-streets, sewage, water, etc. Keep it out of the woods but with plenty of detail.
7:45pm	Presentation	Each group will have 5 minutes to present their budget	1. Name of development 2. Description of their process 3. Most difficult part of the process Review final presentations.

Module Four-Public Works

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Tour	Tour Water Treatment Plant and Intake	Tour and information with Jack Mason.
6:00pm	Tour	Tour Wastewater Treatment Plant	Tour and information with Jack Mason.
6:30pm	Tour	Tour Transfer Station	Tour and Information with Dean Grant.
7:00pm	Tour	Tour Public Works Building	Tour and Information with Dean Grant.
7:30pm	Interview	Interview with Public Works Director, Dean Grant (30 min.)	Questions: What all does your job entail? What does your department do? What is the greatest challenge facing your department? How do you provide service to residents? What are somethings you want the public to know about your department? How is public works different from engineering? What is your favorite part of your job? 5 minutes for Q&A

Module Five-Building and Neighborhood Development

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Icebreaker	Get cohort members comfortable and acquainted with one another (60 min.)	Downtown Scavenger Hunt: Cohort will be split into groups and they will go on a scavenger hunt of the Civic Auditorium and the surrounding areas. The first group to come back with pictures of all of the items wins.
6:35pm	Interview	Interview with Director of Building and Neighborhood Development, Kory Krause (30 min.)	Questions: What all does your job entail? What all does your department do? What is the greatest challenge facing your department? How do you provide service to residents? What are somethings you want the public to know about your department? How is your department different from/similar to other departments? What is your favorite part of your job? 5 minutes for Q&A
7:05 pm		Tour	Maybe do an alley tour like drive through some of the alleys in the city. Not making any comments just allowing them to observe and see things for themselves.
7:40pm	Debrief	Participants will discuss their observations	Participants will be broken into small groups and then discuss some of the things they recognized or saw on the alley tour. Participants can share if they want or facilitate a discussion about how difficult it is to enforce the rules without getting into personal issues.

Module Six-Parks and Facilities

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Icebreaker	Get cohort members comfortable and acquainted with one another (25 min.)	Keyword: Facilitator will create a rule that will dictate what items participants can bring to Emporia and what things are not allowed. Facilitator will write the first word that follows the rule on the board. Call on each participant to add a word (or a thing they're bringing to CH) and add words that fit the rule. Once they get the hang of it, allow participants to facilitate. Creativity/Thinking outside the box.
6:00pm	Interview	Interview with Kevin Hanlin, Director of Lands and Facilities	Questions: What all does your job entail? What does your department do? What is the greatest challenge facing your department? How do you provide service to residents? What are somethings you want the public to know about your department? What is your favorite part of your job? 5 minutes for Q&A
6:30pm	Tour	David Traylor Zoo and Zoo Education Building	Allow participants to check out the Zoo Education building and some of the ambassador species that are allowed to be out with the public.
7:15pm	Application	Design Your Dream Park	1. Pick an existing park in Emporia 2. Draw or write about what things you would do to improve the park or turn it into your dream park 3. Research costs/prices for the things you would add
7:30pm	Presentation	Each group will have 5 minutes to present their budget	Present what you learned about improving the parks and how much it costs. Also talk about where the money could come from.
7:50pm	Debrief	Reflect on what we've learned and what we're looking forward to (10 min.)	Reflect on the impact that parks have on the overall wellbeing of our community and the work that goes into providing these kinds of services.

Module Seven-Public Safety

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Icebreaker	Get cohort members comfortable and acquainted with one another (25 min.)	Do a relay race that involves putting on fire gear and running with a hose. Get additional feedback from Chief Beck.
6:00pm	Interview	Interview with Fire Chief, Brandon Beck (30 min.)	Questions: What all does your job entail? What does your department do? What is the greatest challenge facing your department? How do you provide service to residents? What are somethings you want the public to know about your department? What is your favorite part of your job? 5 minutes for Q&A
6:30pm	Tour	Tour of Fire Headquarters	Tour the building with a firefighter. Look over visuals for Fire Station Rebuild.
7:00pm	Interview	Interview with Chief of Police, Ed Owens (30 min.)	Questions: What all does your job entail? What does your department do? What is the greatest challenge facing your department? How do you provide service to residents? What are somethings you want the public to know about your department? What is your favorite part of your job? 5 minutes for Q&A
7:30pm	Application	Participants will apply what they learned and develop a presentation about one aspect of Public Works	Tour of the Police Headquarters (possibly evidence room) and possible ride along.
7:50pm	Debrief	Reflect on what we've learned and what we're looking forward to (10 min.)	Reflect on the importance of public safety in our community and the small ways that police and fire make our community better.

Module Eight-The Greater Emporia Community

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag
5:35pm	Icebreaker	Boards and Commissions Video Hunt	Post QR Codes throughout the room and have the participants use their phones to access videos recorded by each board chair describing the work that they do and why it is important to them.
6:00pm	Interview	Help participants gain a better understanding of different organizations that work with the City (Chamber, Visit, RDA)	Interview questions: 1. What is the mission of your organization and how does it improve the community? 2. How would you describe your correlation/collaboration/relationship with the City? 3. How can citizens get involved?
6:30pm	Interview	Help participants gain a better understanding of different organizations that work with the City (Mainstreet)	Interview questions: 1. What is the mission of your organization and how does it improve the community? 2. How would you describe your correlation/collaboration/relationship with the City? 3. How can citizens get involved?
7:00pm	Presentation Prep	Prepare their presentations for the next session	Participants will have the optional time allotted to prepare and practice their final presentations.

Module Nine-The People of Government

Date/Time TBD

Time	Activity	Goal	Details
5:30pm	Sign In	Track attendance (5 min.)	Participants will sign in and find their seat via nametag.
5:35pm	Government Overview	Help participants see the big picture of how everything works together	A quick overview of how our government works. How decisions are made and the chain of command.
6:00pm	Speed Networking	Cohort members will get to know key members of the City government. Each cohort member will get 5 minutes with the person	City Officials: Mayor-Danny Giefer (or designee) City Manager-Trey Cocking Assistant City Manager-Mark Detter City Attorney-Christina Montgomery City Clerk-Kerry Sull Communications Manager-Christine Torrens Executive Assistant-Sue Bryson Human Resources Director-Jo Lynne Herron Mark McAnarney-Former City Manager Jim Witt-Special Projects Coordinator
6:50pm	Presentations	Present to the City Officials about their experience and what they've learned.	The presentation should include the following: 1. Name and background. 2. Why you applied for Civic Leadership Institute. 3. Things you've learned in Civic Leadership Institute. 4. One thing you would do differently for the City of Emporia to be a better place. 5. Your next step (a small way for cohort members to get involved in their local government).

Graduation/Celebration

Date/Time TBD

Time	Activity	Details
6:00pm	Check In	Participants and guests arrive.
6:05pm	Welcome	Mayor or City Manager.
6:10pm	Dinner	Dinner is served.
6:45pm	Program Overview	Slight review of why the program was created/intended outcome, highlights about the program year, cohort details, memorable components of the experience (DSP).
6:55pm	Participant Reflections	Participants will share their own experiences (can be a repeat of their final presentations) with the audience.
7:10pm	Plaque Presentation	City staff will present plaques to participants and take pictures (tokens).
7:20pm	Concluding Remarks	Mayor or City Manager.



Emporia
Kansas