



**CITY COMMISSION
WEDNESDAY, MARCH 6, 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

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) Resolution No. 3726 Designating Quaker Park Surplus Real Property.

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Approve Resolution No. 3726 Designating Quaker Park Surplus Real Property.

2) Resolution No. 3727 Authorizing City Staff to Publish Notice of the Proposed Sale of Quaker Park.

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Approve Resolution No. 3727 Authorizing City Staff to Publish Notice of the Proposed Sale of Quaker Park.

3) Ordinance No. 24-07 Pertaining to Weeds and Grass.

Presented by: Kory Krause, Director of Building & Neighborhood Development

Recommended Action: Approve Ordinance No. 24-07 Pertaining to Weeds and Grass.

4) Emporia West Plaza CID Petition & Resolution No. 3728 Establishing a Public Hearing for the Creation of CID.

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Approve Emporia West Plaza CID Petition & Resolution No. 3728 Establishing a Public Hearing for the Creation of CID.

5) ERP Software Agreement with Tyler Technologies & Agreement with Client First Technologies to Implement ERP Systems.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve ERP Software Agreement with Tyler Technologies & Agreement with Client First Technologies to Implement ERP Systems.

6) Award 2024 Hazardous Sidewalk Program.

Presented by: Jim Ubert, City Engineer

Recommended Action: Staff recommends awarding the contract to S.R. Coffman Construction and authorize the City Manager to sign agreement.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for February 21, 2024.
- 2) Advanced Metering Infrastructure Gateway Installation.
- 3) Ordinance 24-06 Providing for the Acquisition by Eminent Domain of Certain Private Property, Easements, and Rights-of-Way Therein for the Purposes of Highway, Utility, and Drainage Improvements.
- 4) 2024 Annual Operation & Maintenance Assurance Statement of Land & Water Conservation Fund.
- 5) Ordinance 24-08 Authorizing a Beer Garden for Town Royal St. Patrick's Day Celebration.
- 6) Emergency Solutions Grant Agency Agreements.

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

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Discuss Resolution to Adopt the Revised Compensation Plan.
- 2) Discuss Rescheduling Commission Meeting on April 17th.
- 3) Discuss City Wide Grant Application.

ADJOURNMENT



Commission Action Report

Resolution No. 3726 Designating Quaker Park Surplus Real Property

Title: Resolution No. 3726 Designating Quaker Park Surplus Real Property

Agenda Date: March 6, 2024

Presented By: Christina Montgomery, City Attorney
Mark Detter, Assistant City Manager

Background:

In 2022, the City Commission established City Policy 1-13 Sale of Surplus Real Property which sets forth a procedure that City Commission may follow when unsolicited requests to purchase City owned real property are received. If the Commission chooses to designate a property as surplus property, city staff advertises a request for bids or proposals for the property based on criteria set by the Commission.

Discussion:

The Emporia Land Bank has requested that the City consider selling or transferring Quaker Park property to the Land Bank for purposes of residential development. Quaker Park has been the topic of several discussions related to possible development of housing. The Comprehensive Plan adopted in 2018 provided concepts for housing development and maintaining of Park open space at Quaker Park.

Resolution 3726 will add Quaker Park to the surplus property list and direct staff to take proposals from developers (including the Emporia Land Bank) for potential housing development of Quaker Park. After proposals are received, the Commission may accept a proposal, request additional information, or reject all proposals.

Financial considerations:

Proposers will be expected to finance development proposals. Title work and other land transfer or conveyance costs will be expected to be paid by the developer (or Emporia Land Bank).

Recommended action:

Approve Resolution No. 3726 Designating Quaker Park Surplus Real Property.

Attachments:

Resolution No. 3726 Designating Quaker Park Surplus Real Property.
City Policy 1-13 Surplus Real Property
Parks Map
Photo of Quaker Park
Quaker Park Deed
Proposal/Bid Document

RESOLUTION NO. 3726

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS DESIGNATING QUAKER PARK SURPLUS REAL PROPERTY.

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 has submitted a request for the Governing Body to transfer Quaker Park to the Land Bank for purposes of residential development, and

WHEREAS, the Governing Body adopted Resolution No. 3666 establishing City Policy 1-13 Sale of Surplus Real Property which sets forth a procedure for requests to purchase City property;

WHEREAS the Governing Body finds it appropriate to apply City Policy 1-13 to a potential transfer or sale of Quaker Park property.

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

Section 1. That approximately 0.5 acres of real property located at 28 Sylvan Street in the City of Emporia, Kansas commonly known as Quaker Park is hereby declared surplus real property in accordance with City Policy 1-13.

Section 2. That the Governing Body of the City of Emporia directs city staff to add Quaker Park to the Surplus Real Property List, and to advertise a Request for Proposals for the Quaker Park property.

Section 3. This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

Subject:	Issued by:	Effective Date:
Sale of Surplus Real Property	City Commission Resolution No. 3666	3/2/2022

1-13 SALE OF SURPLUS REAL PROPERTY

A. BACKGROUND

The City Commission desires to establish procedures for identifying and selling surplus City owned real property. Cities in Kansas have general authority under K.S.A. 12-101 to “sell and convey any real or personal estate owned by the city. . .” K.S.A. 12-1739 authorizes cities to sell any public building and site, except otherwise provided by law, “upon such terms and in such manner as the governing body may deem to be in the best interest of the city.” Further, under home rule power, cities have broad discretion regarding the sale and disposition of city property.

The City Commission desires to establish procedures to regularly review city owned real property, identify surplus property, and make such property available for sale or disposition for the benefit of the community.

B. PURPOSE

It is the purpose of this policy to establish procedures for regular review of city real property inventory, identification of surplus property, and making such surplus property available for sale.

C. POLICY

Annual Review. City staff will annually prepare a list of all City owned real property. Such list will be presented to the City Commission for review and discussion.

Identification of Surplus Property. City Commission will identify any real property being underutilized for public purposes, or other property which City Commission is interested in selling. All such property will be considered Surplus Property. Any residential surplus property may be transferred to the Emporia Land Bank at the discretion of the City Commission. All other property shall be compiled into a Surplus Property List. The Surplus Property List will be posted on the City of Emporia website.

Request to Purchase Property on Surplus Property List. Upon receipt of any request to purchase City owned real property, staff will determine if the property is on the Surplus Property List. If the property is on the Surplus Property List, staff will advertise a Request for Bids/Proposals. Such Request for Bids/Proposals may include requirements for use or development based on the Comprehensive Plan, Zoning Regulations, Subdivision Regulations, City Commission goals and priorities, or other community needs. The Request for Bids/Proposals will be open for a minimum of thirty (30) days and will be placed on the City of Emporia website and published in the local newspaper once a week for two (2) weeks, or as required by law. After Requests for

Bids/Proposals have been received, staff will review the bids and make a recommendation to the City Commission. The City Commission may approve a bid, ask for additional information, or reject all bids.

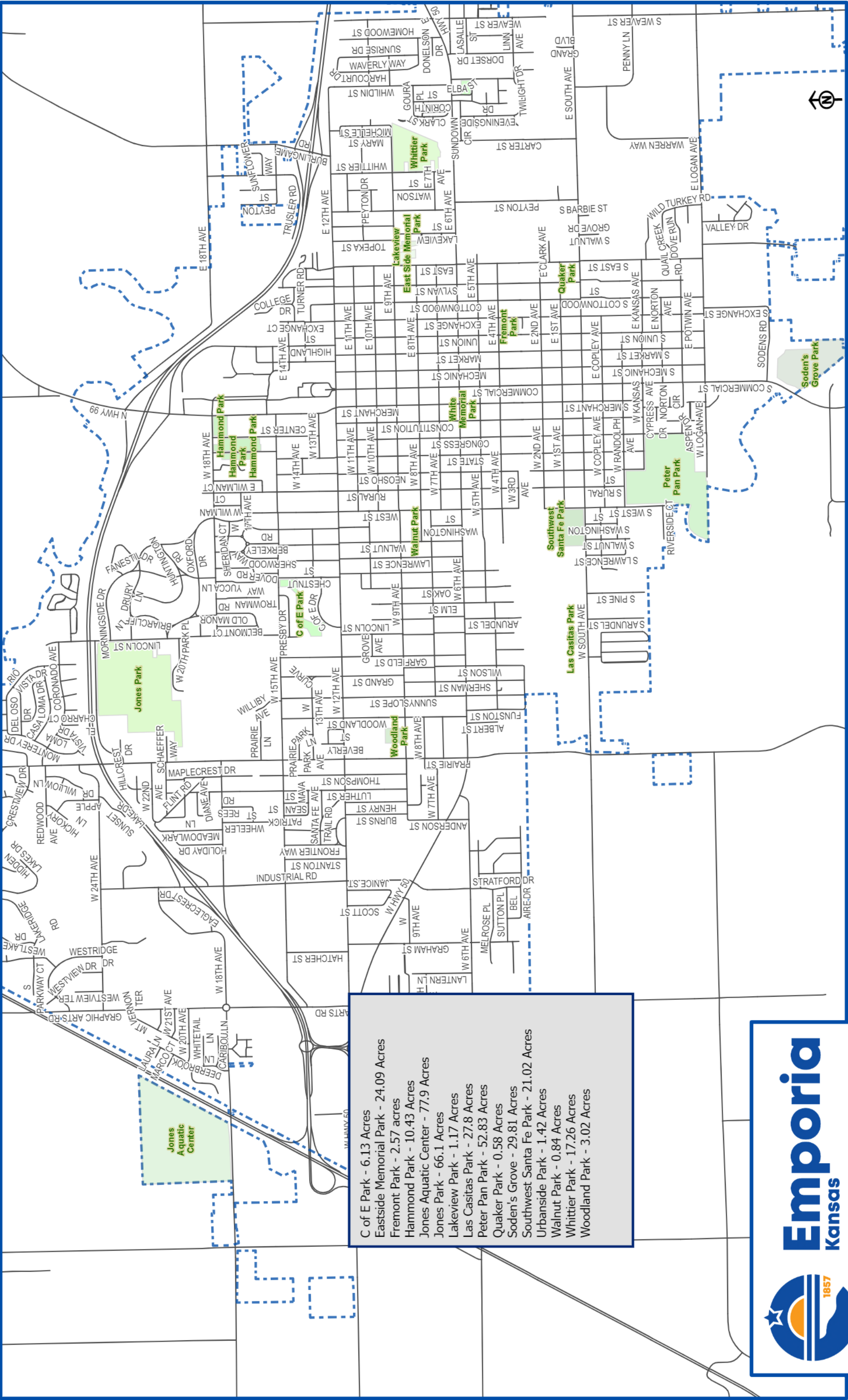
Request to Purchase Property Not on Surplus Property List. If the City receives a request to purchase real property not identified on the Surplus Property List, staff will advise City Commission. The City Commission, in its discretion, may vote to add the property to the Surplus Property List. If such property is added to the Surplus Property List, the procedure for “Requests to Purchase Property on Surplus Property List” will be followed.

C of E Park - 6.13 Acres
Eastside Memorial Park - 24.09 Acres
Fremont Park - 2.57 acres
Hammond Park - 10.43 Acres
Jones Aquatic Center - 77.9 Acres
Jones Park - 66.1 Acres
Lakeview Park - 1.17 Acres
Las Casitas Park - 27.8 Acres
Peter Pan Park - 52.83 Acres
Quaker Park - 0.58 Acres
Soden's Grove - 29.81 Acres
Southwest Santa Fe Park - 21.02 Acres
Urbanside Park - 1.42 Acres
Walnut Park - 0.84 Acres
Whittier Park - 17.26 Acres
Woodland Park - 3.02 Acres



Emporia

Kansas



DATA NOT SURVEY ACCURATE



STATE OF KANSAS, LYON COUNTY. Filed to Record this 31st day of May 1952 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.

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

My Commission expires January 22, 1955



Application Form

Quaker Park, Emporia, Kansas
Located on the southeast corner of 1st Avenue and Sylvan Street

Applications Due April 28, 2024, at noon to the City Manager's Office.

DATE OF APPLICATION

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APPLICANT INFORMATION

Owner's Name(s) (Firm/Individual)			
Address		City, State, Zip	
Contact Person		Phone Number	
Email			

List of properties owned by the applicant(s) in Lyon County (Attach additional pages if necessary.)

Do you have any outstanding code violations or have a history of code violations within the last three (3) years on any property either within or outside the city limits of Emporia?

Yes ☐ No ☐ If yes, explain:

Are you currently delinquent on any taxes or other fees on any property either inside or outside the city limits of Emporia?

Yes ☐ No ☐ If yes, explain:

PROPOSED PURCHASE DETAILS

Proposed Ownership			
Individual(s) ☐	Business ☐	Non-Profit ☐	If other, please specify
Proposed Purchase Price			

Please, attach a conceptual design.

THANK YOU FOR APPLYING
Contact Mark Detter at 620-343-4250
for additional information.



Application Form

Quaker Park, Emporia, Kansas
Located on the southeast corner of 1st Avenue and Sylvan Street

PAGE 2

Applications Due April 28, 2024, at noon to the City Manager's Office.

PROJECT INFORMATION

Intended Use of Property

Does the proposed project comply with current zoning regulations?

Yes ☐ No ☐

Is the sale contingent on a zoning change?

Yes ☐ No ☐

Please, attach evidence of project financing such as a letter or credit or bank pre-approval letter. Attach a site plan and any related construction plans as required, as well as a scope of work.

Will you seek any tax abatements or tax increment financing?

Yes ☐ No ☐ If yes, explain:

Project Estimated Start Date

Project Estimated Completion Date

Additional Details

THANK YOU FOR APPLYING
Contact Mark Dettler at 620-343-4250
for additional information.



Commission Action Report

Resolution No. 3727 Authorizing City Staff to Publish Notice
of the Proposed Sale of Quaker Park Property

Title: Resolution No. 3727 Authorizing City Staff to Publish Notice
of the Proposed Sale of Quaker Park Property

Agenda Date: March 6, 2024

Presented By: Mark Detter, Assistant City Manager
Christina Montgomery, City Attorney

Background:

The Emporia City Commission had declared Quaker Park property surplus real property in accordance with the procedures set forth in City Policy 1-13. This action was triggered by a request from the Emporia Land Bank to transfer or sell the park to the Land Bank for purposes of residential development. City staff has been directed to advertise a request for proposals for housing development in Quaker Park.

K.S.A. 12-1301 establishes requirements for selling public park property. Prior to such sale, the City is required to publish notice of the proposed sale in the official city newspaper for two consecutive weeks, and allow thirty days from the date of the last publication for a protest petition to be filed by qualified electors of the City. In the event a valid protest petition is filed, the City Commission may not proceed to selling Quaker Park unless approved by the voters at a general or special election.

Discussion:

Resolution No. 3716 authorizes city staff to publish notice of a potential sale of Quaker Park property in accordance with state law. The dates of publication are expected to be March 9, 2024 and March 16, 2024. A thirty-day protest petition window will follow with an expected end date of April 15, 2024.

City staff has prepared a sample protest petition and informational sheet for use by any registered voter wishing to collect signatures and file a protest petition. Both documents will be available on the City of Emporia website.

Financial considerations:

The City will pay the cost of newspaper publication.

Recommended action:

Approve Resolution No. 3727 Authorizing City Staff to Publish Notice of the Proposed Sale of Quaker Park Property.

Attachments:

Resolution No. 3727 Authorizing City Staff to Publish Notice of the Proposed Sale of Quaker Park
Sample Quaker Park Protest Petition
Protest Petition Information

RESOLUTION NO. 3727

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS AUTHORIZING CITY STAFF TO PUBLISH NOTICE OF THE PROPOSED SALE OF QUAKER PARK PROPERTY.

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 City has received a request to purchase the Quaker Park property for purposes of residential development; and

WHEREAS, pursuant to City Policy 1-13, the City has designated the Quaker Park property as surplus real property and intends to advertise a request for proposals for purchase and development of the property; and

WHEREAS, pursuant to K.S.A. 12-1301 prior to selling public park property, the City is required to first publish notice of the proposed sale in the official City newspaper once each week for two consecutive weeks upon the same day of the week, and to allow thirty (30) days from the date of the last publication in the event a protest petition is filed.

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

Section 1. City staff is hereby authorized to publish notice of the proposed sale of Quaker Park property in accordance with applicable law.

Section 2. This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

PETITION FOR A VOTE BY QUALIFIED ELECTORS
ON THE SALE OF QUAKER PARK

We, the undersigned, being duly qualified electors of the **State of Kansas, City of Emporia**, do hereby petition the Emporia City Commission and the County Election Officer to place on the ballot at an election called for the purpose, or at the next general election, the following proposition:

Shall the following be adopted?

Shall the City of Emporia be authorized to sell Quaker Park property located at 28 Sylvan Street, Emporia, Kansas?

And in support of this petition, each of us further declares that,

“I have personally signed this petition. I am a registered elector of Kansas and of the City of Emporia, and my residence address is correctly written after my name.”

#	Signature	Printed Name	Residence Address	Date

PETITION FOR A VOTE BY QUALIFIED ELECTORS ON THE SALE OF QUAKER PARK

[illegible]

PETITION FOR A VOTE BY QUALIFIED ELECTORS
ON THE SALE OF QUAKER PARK

Recital of Petition Circular

STATE OF KANSAS)
) SS
COUNTY OF LYON)

I _____, of lawful age and having first duly sworn upon my oath
state as follows:

I am the circulator of this petition. I have personally witnessed the signing of the petition by each person whose
name appears thereon. I am a resident and a registered elector of the State of Kansas and the City of Emporia,
the political or taxing subdivision in which the election is sought to be held.

Signature of Circulator

Printed Name of Circulator

Circulator's Residence Address

Subscribed and sworn to before me on this _____ day of _____, 2024.

Notary Public – State of Kansas

My commission expires: _____

Please provide the following information if you would like to be contacted by the City by phone or email with
questions or information about your petition:

Circulator's Phone Number

Circulator's Email Address



Quaker Park Protest Petition Information

The sale or transfer of city public park property is governed by state law in K.S.A. 12-1301. This law states that before any public park land may be sold, a city must publish notice of its intent to sell park property and allow an opportunity for a protest petition to be filed. That means that the registered voters of the City of Emporia may challenge the sale of public park property and call for the question to be placed on a ballot for a general or special election by filing a valid protest petition.

Possible timeline:

- The City Commission will consider a resolution providing notice of a proposed sale of Quaker Park property on March 6, 2024.
- If the resolution passes, it will be published in the official city newspaper for two consecutive weeks. It is anticipated that those publication dates will be March 9, 2024, and March 16, 2024.
- After the second publication, a protest petition window of thirty (30) days will open. Those dates are expected to be March 17, 2024, through April 15, 2024.
- If a valid protest petition is filed, the City may not proceed to sell Quaker Park unless it is approved by City voters at an election.
- If a valid protest petition is *not* filed, the City may proceed with the sale of Quaker Park after the end of the protest petition window.

Protest petition requirements:

- A valid protest petition must be signed by at least ten percent (10%) of the registered voters who voted at the last regular City of Emporia election. The Lyon County election office has advised that number is currently 462 City of Emporia voters.
- A valid protest petition must be signed and notarized by the person who circulates the petition.
- The petition must be filed with the City Clerk within the thirty (30) day protest petition window. The protest petition window is expected to run from March 17, 2024, through April 15, 2024.
- The Lyon County Election office will review signatures and petition content for legal compliance. Signatures of people who cannot be verified by the County Election Office will not count toward the total number of signatures needed.



Petition Instructions

- The City has provided a sample protest petition form. The sample protest petition form, or any portion of it, may be used by any registered voter of the City of Emporia who would like to circulate a protest petition. The sample protest petition form is not required to be used when filing a protest petition, a different protest petition form may be used.
- The sample protest petition includes the following three (3) pages:
 - A cover page including language requesting that the issue be placed on a ballot at an election,
 - A blank signature page (make as many copies of this page as you need to collect adequate signatures), and
 - A Recital of Petition Circular to be signed and notarized by the petition circulator.
- Signers must be registered to vote in the City of Emporia. Signers must include their signature, printed name, residence address, and date of signature.
- The signature form includes a column labeled "#". This column is not required, but may be used to help count signatures, if desired.
- A minimum of 462 valid signatures are required. If you are circulating a petition, please anticipate that some signatures you collect may be found invalid. Consider collecting additional signatures.
- The protest petition must be filed in the City Clerk's Office by the deadline, which is anticipated to be April 15, 2024 before 5:00 p.m.

Disclaimer:

Neither this informational sheet nor the sample protest petition should be considered legal advice. The City of Emporia does not guarantee that any protest petition filed will be deemed valid. If you have general questions about the protest petition process not answered in this document, you may contact the City Attorney at cmontgomery@emporiaks.gov or 620-343-4256. If you need legal advice, please contact a private lawyer of your choosing.



Commission Action Report

Ordinance No. 24-07 Pertaining to Weeds and Grass

Title: Ordinance No. 24-07 Pertaining to Weeds and Grass

Agenda Date: March 6, 2024

Presented By: Kory Krause, Director of Building & Neighborhood Development

Background:

The current Weeds and Grass article in City Code was established by Ordinance 96-11. 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.

Discussion:

"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.

Enforcement procedures and penalties will remain the same.

Financial considerations:

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

Recommended action:

Approve Ordinance No. 24-07 Pertaining to Weeds and Grass

Attachments:

Ordinance No. 24-07 Pertaining to Weeds and Grass

ORDINANCE NO. 24-07

AN ORDINANCE PERTAINING TO WEEDS AND GRASS, AMENDING SECTIONS 17-11, 17-12, 17-13, 17-14, 17-15, 17-16, 17-17, AND 17-22 OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

WHEREAS, the Governing Body of the City of Emporia finds that 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; and

WHEREAS, 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.

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

Section 1. That Section 17-11 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

"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; Ord. 24-07, § 1, 3-6-2024)"

Section 2. That Section 17-12 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

"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; Ord. 24-07, § 2, 3-6-2024)"

Section 3. That Section 17-13 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

"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; Ord. 24-07, § 3, 3-6-2024)”

Section 4. That Section 17-14 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“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; Ord. 24-07, § 4, 3-6-2024)”

Section 5. That Section 17-15 of the Code of the City of Emporia, Kansas, is hereby adopted to read as follows:

“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; Ord. 24-07, § 5, 3-6-2024)”

Section 6. That Section 17-16 of the Code of the City of Emporia, Kansas, is hereby adopted to read as follows:

“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; Ord. 24-07, § 6, 3-6-2024)”

Section 7. That Section 17-17 of the Code of the City of Emporia, Kansas, is hereby adopted to read as follows:

“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.

(Ord. 96-11, § 1, 5-1-1996; Ord. 24-07, § 7, 3-6-2024)

Section 8. That Section 17-22 of the Code of the City of Emporia, Kansas, is hereby adopted to read as follows:

“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.) (Ord. 99-11, § 8, 5-19-1999; Ord. 24-07, § 7, 3-6-2024)”

Section 9. That Sections 17-11, 17-12, 17-13, 17-14, 17-15, 17-16, 17-17, and 17-22 of the Code of the City of Emporia, Kansas as they existed prior to the adoption of this ordinance are hereby repealed.

Section 10. This ordinance shall take effect upon its publication in the official City newspaper.

Section 11. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, Kansas as an amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas,
this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Emporia West Plaza CID Petition in Accordance with Kansas Statutes
and Resolution No. 3728 Establishing Public Hearing
for the Creation of Emporia West Plaza CID

Title: Emporia West Plaza CID Petition in Accordance with Kansas Statutes
and Resolution No. 3728 Establishing Public Hearing for the Creation of
Emporia West Plaza CID

Agenda Date: March 6, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended (the "Act"), authorizes the governing body of any municipality to adopt an ordinance establishing a community improvement district ("CID") after receipt of a proper petition and holding a public hearing. Emporia West Plaza has requested a two (2) percent sales tax for the selected district.

The developer has also submitted a petition as required by Kansas statutes for the creation of a CID.

Discussion:

The developer is requesting consideration of this 2% sales tax. If enacted, the entire site will be subject to an additional 2% sales tax. The hearing is the final step as provided for in Kansas statutes necessary to enact the 2% sales tax. After the hearing is closed, the Commission can act on an ordinance formalizing the 2% tax.

The petition which is attached to this item has been reviewed and approved by City staff. This will be the sixth CID sales tax improvement district in the City if approved.

Financial Considerations:

There are no impacts on city finances, and we do receive a 3% administrative fee to cover internal costs related to the administration and distribution of the tax.

Recommended Action:

Accept the petition, approve the resolution, and set the public hearing date for April 3, 2024.

Attachments:

Resolution No. 3728
Resolution Exhibits
CID Petition

RESOLUTION NO. 3728

A RESOLUTION TO PROVIDE NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING THE EMPORIA WEST PLAZA COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive as amended (the “Act”), authorize the governing body of any municipality to adopt an ordinance establishing a community improvement district (“CID”) after receipt of a proper petition and holding a public hearing thereon; and

WHEREAS, on February 29, 2024, the petition to establish the Emporia West Plaza Community Improvement District was filed with the City Clerk (the “City Clerk”) of the City of Emporia, Kansas (the “City”); and

WHEREAS, the petitioners are owners of 100% of the property in the proposed CID and request the formation of a CID for the purpose of financing project costs eligible for reimbursement pursuant to the Act (the “Project”) within the District; and

WHEREAS, the general nature of the Project as described in the petition is the commercial development of approximately 6.4 acres of real property located at 1428 Industrial Street (SO8, T195, R11E, ACRES 6.4 BEG 300S SW COR 15TH AVE & STANTON ST S713.22 W 410.32 N553.16 E126.33 N160 E301.69 TO POB (553.1X410.3), located within the City and is expected to include the renovation of an approximately 99,500 sq. ft. shopping center and associated public infrastructure and improvements; and

WHEREAS, the cost of the Project is estimated to be \$2,605,824.67, with \$2,605,824.67 financed through CID revenues over the life of the district; and

WHEREAS, the petitioners propose financing the eligible Project through pay-as-you-go financing; and

WHEREAS, the petitioners propose levying a two percent (2.0%) community improvement district sales tax on retail sales within the District; and

WHEREAS, a boundary map of the proposed District is attached hereto as Exhibit A; and

WHEREAS, the legal description of the proposed district is attached hereto as Exhibit B; and

WHEREAS, pursuant to the Act, on April 3, 2024, the Board of Commissioners will hold a public hearing on the advisability of creating or modifying the proposed Emporia West Plaza Community Improvement District.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Emporia, Kansas:

1. That the City Commission shall hold a public hearing on the advisability of creating the Emporia West Plaza Community Improvement District in Emporia, Kansas and

the levy of the requested Community Improvement District sales tax on the 3rd day of April 2024 at 11:00 a.m., in the Municipal Court Room/City Commission Room located at 518 Mechanic Street, Emporia, Kansas.

2. That the City Clerk shall cause notice of the public hearing to be published by publication of this resolution, at least once each week for two consecutive weeks, with the second publication occurring at least seven days prior to the hearing, in the City's official newspaper.
3. That the City Clerk shall cause notice of the public hearing to be sent by mailing a copy of this resolution by certified mail to all owners within the proposed district at least ten days prior to the hearing.
4. That this resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 6th day of March 2024.

Danny Giefer, Mayor

(SEAL)

ATTEST: _____

Kerry Sull, City Clerk

Emporia West Plaza
Legal Description

TRACT 1:

BEGINNING AT A POINT 180 FEET WEST OF AND 1043.22 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY KANSAS, THENCE S89°37'08"W, 410.32 FEET; THENCE N1°43'00"W, 357.99 FEET ALONG THE EAST LINE OF INDUSTRIAL STREET; THENCE N89°36'20"E, 421.04 FEET; THENCE SOUTH 358.00 FEET ALONG THE WEST LINE OF STANTON STREET TO THE POINT OF BEGINNING.

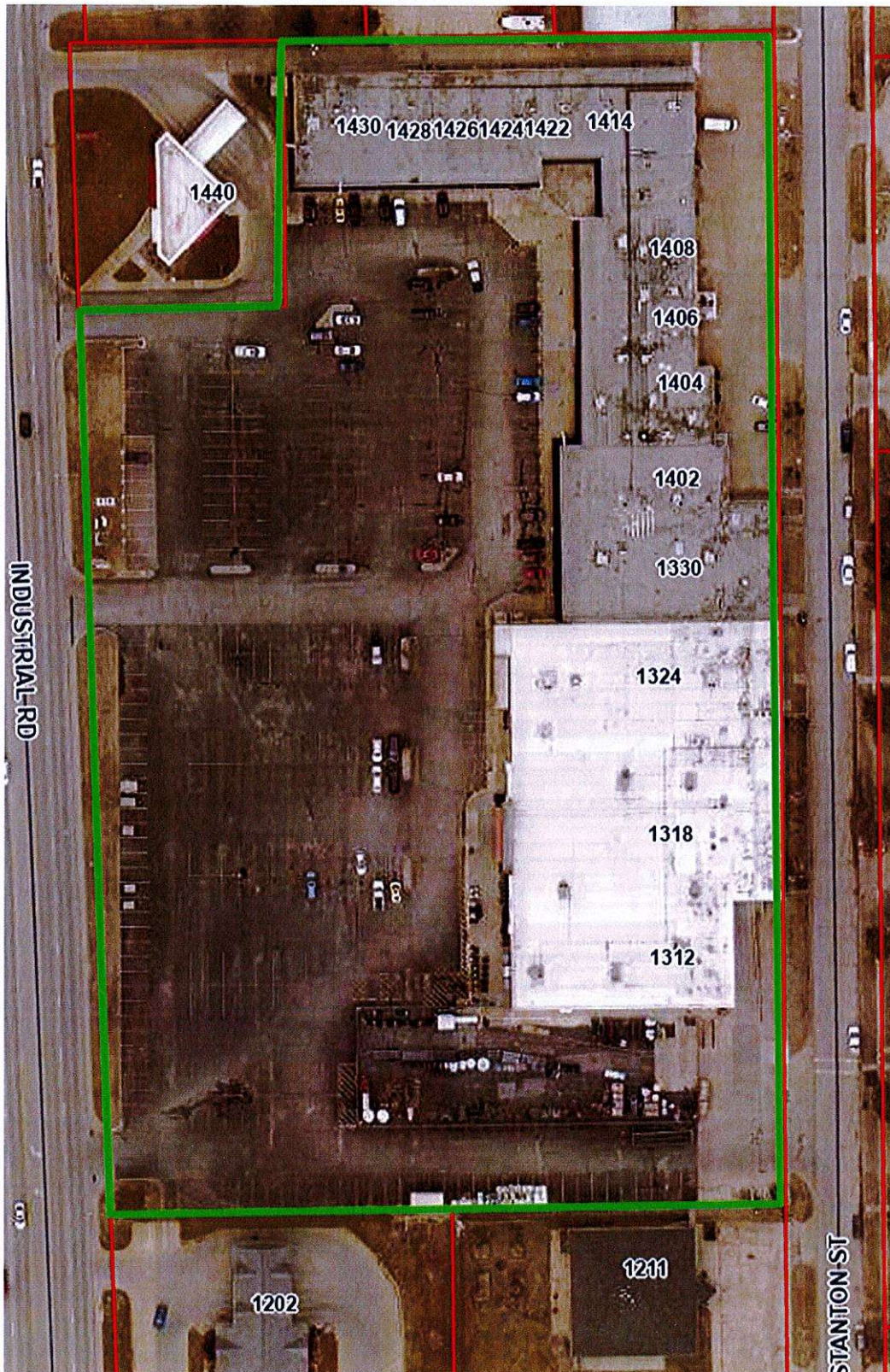
AND, BEGINNING AT A POINT BEING 180.00 FEET WEST OF AND 330.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE SOUTH ALONG THE WEST LINE OF STANTON STREET 355.22 FEET; THENCE S89°36'20"W, 421.04 FEET; THENCE ALONG THE EAST LINE OF INDUSTRIAL STREET N1°43'00"W, 195.17 FEET; THENCE N89°35'33"E, 126.33 FEET, THENCE N0°24'27"W, 160.00 FEET; THENCE N89°35'33"E, 301.69 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS ESTABLISHED BY THE RECIPROCAL OPERATING EASEMENT AND PARKING AGREEMENT RECORDED IN BOOK 371 AT PAGE 301 AND AMENDED IN BOOK 505 AT PAGE 745, OVER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 20 FEET IN WIDTH BEING SOUTH OF AND PARALLEL TO A LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 621.09 FEET WEST OF AND 330.00 FEET SOUTH 1°43'00" EAST OF THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, T-19S, R 11E; THENCE NORTH 89°35'33" EAST 130.00 FEET TO ITS POINT OF TERMINATION. AND, BEGINNING AT A POINT BEING 621.09 FEET WEST AND 490.04 FEET SOUTH 1°43'00" EAST OF THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 11 EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT C; THENCE NORTH 1°43'00" WEST 15.01 FEET; THENCE SOUTH 89°35'33" EAST 126.67 FEET TO THE EAST LINE OF TRACT "C" THENCE SOUTH 0°24'27" EAST ALONG SAID EAST LINE 30.00 FEET; THENCE NORTH 89°35'33" WEST 125.99 FEET TO THE EAST LINE OF INDUSTRIAL STREET; THENCE NORTH 1°43'00" WEST 150.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Map of Proposed District Boundaries





PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Emporia, Kansas

The undersigned, being the owners of record of all land and all of the assessed value within the hereinafter described community improvement district, hereby petition the City of Emporia, Kansas (the "City") to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

1. GENERAL NATURE

The general nature of the project consists of the acquisition of certain real property, and the development and redevelopment thereof and the surrounding property to consist of:

Development of El Rio Bravo, Tractor, DG, CapEx & Deferred maintenance

herein referred to as (the "**Project**").

The Project includes the cost of:

- ☒ parking facilities
- ☒ site work
- ☒ infrastructure improvements
- ☒ landscaping
- ☒ lighting
- ☒ utilities
- ☒ interest accrued on borrowed money during the period of construction of the project.
- ☒ the City's administrative fee.
- ☒ associated costs incurred by the City.
- ☒ other items eligible for reimbursement under the Act.

2. PUBLIC PURPOSE

The public purpose of the Project is to provide for the construction of improvements to contribute to the revitalization, growth and economic development of the City and property that is currently economically underutilized, and thereby furthering economic development purposes of the City.

3. ESTIMATED COST

The estimated cost of the Project is \$ 2,605,824.67, plus the State of Kansas administrative expenses (2%), the City's administrative fee (3%) and associated costs incurred by the City.

<u>Category</u>	<u>Cost</u>
Land	\$
Vertical Improvements, Demolitions, Sitework, Landscaping, Streets, Utilities, Public Art, Public Transportation, Studies, Site Design and Analysis	\$ 2,205,697
Legal, Other Consultants, Marketing, Interest, and other Soft Costs	\$ 113,160.51
Ongoing Operation and Maintenance	\$ 286,966.50
Kansas Administrative Expenses	\$
City's Administrative Fee	\$
Total	\$ 2,605,824.67

4. PROPOSED METHOD OF FINANCING

The Project is proposed to be financed, in part, through the use of CID sales tax revenue to be expended on the Project on a pay-as-you-go basis as defined in the Act.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Project be financed, in part, through the levying and collection of a 2.00% percent add-on CID sales tax as authorized by the Act for a period of 22 years.

6. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

- ☒ It is not proposed that any special assessments be levied upon property within the proposed community improvement district pursuant to the Act.
- ☐ It is being proposed that special assessments be levied upon property within the proposed community improvement district pursuant to the Act.

7. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the "District") is attached hereto as **EXHIBIT A**.

A legal description of the District is attached hereto as **EXHIBIT B**.

8. FINANCIAL ABILITY TO COMPLETE AND OPERATE

The undersigned hereby state that they have the financial ability to complete and operate the Project.

9. NOTICE TO PETITION SIGNERS

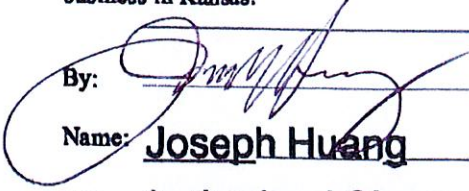
Names may not be withdrawn from this Petition by the signers hereof after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

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Parcel Owner:

Emporia West Plaza Group LP

a EMPORIA limited partnership authorized to do
business in Kansas.

By: 

Name: Joseph Huang

Title: Authorized Signer

Date: 2/21/2024

NOTARY ACKNOWLEDGMENT

STATE OF California)
) ss.

COUNTY OF Contra Costa

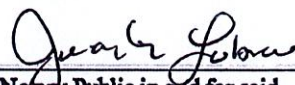
BE IT REMEMBERED, that on this 21st day of February, 2024 before me, the undersigned, a Notary Public in and for said County and State, came Joseph Huang, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

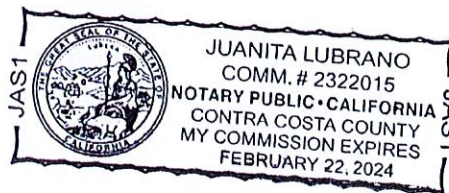
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)

My Commission Expires:

02/22/2024


Notary Public in and for said
County and State
California Contra Costa



(Petition Signature Page)

Emporia West Plaza
Legal Description

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AND, BEGINNING AT A POINT BEING 180.00 FEET WEST OF AND 330.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE SOUTH ALONG THE WEST LINE OF STANTON STREET 355.22 FEET; THENCE S89°36'20"W, 421.04 FEET; THENCE ALONG THE EAST LINE OF INDUSTRIAL STREET N1°43'00"W, 195.17 FEET; THENCE N89°35'33"E, 126.33 FEET, THENCE N0°24'27"W, 160.00 FEET; THENCE N89°35'33"E, 301.69 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A
Map of Proposed District Boundaries



Emporia West Plaza Estimated Cost of Community Improvement

1	Total cost of Tenant Improvement for El Rio Bravo	\$ 419,113.00
2	Interest at 9% over 5 years	\$ 113,160.51
3	Roof replacement DG to Ichiban - Total sqft 38828 at approx \$8.83360847841764/sqft	\$ 342,991.35
4	Roof replacement El Rio to Tractor - Total sqft 36875 at approx \$8.83360847841764/sqft	\$ 325,739.31
5	On-going roof maintenance for 10 years at \$0.15/sqft/year	\$ 113,554.50
6	Painting Building & Curbside	\$ 90,000.00
7	Ongoing painting maintenance for 10 years at approx \$2500/year	\$ 25,000.00
8	Parking Lot replacement DG to Ichiban - Total sqft 60101 at approx \$4.5/sqft	\$ 270,454.50
9	Parking Lot replacement El Rio to Tractor - Total sqft 78311 at approx \$4.5/sqft	\$ 352,399.50
10	On-going parking lot maintenance for 10 years at \$0.1/sqft/year	\$ 138,412.00
11	HVAC Replacement - 15 old HVAC @ avg 5 tons/hvac at approx \$3000/ton	\$ 225,000.00
12	Ongoing lighting maintenance for 10 years at approx \$1000/year	\$ 10,000.00
13	Install new lighting at the back of shopping center	\$ 15,000.00
14	Install Security Camera	\$ 35,000.00
15	Tractor Supply Façade Improvement	\$ 65,000.00
16	Dollar General Renovation	\$ 65,000.00
	Total Estimated Cost of Community Improvement	\$ 2,605,824.67



Commission Action Report

ERP Selection

Title: ERP Selection

Agenda Date: March 6, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

In January 2023, the city entered into an agreement with Client First Technology Consulting to assist in selecting an ERP vendor. Numerous discussions were held with Client First and city staff across all departments to determine the ERP needs for the city. In July proposal packets were sent to six (6) vendors and four (4) companies submitted proposals in August. Staff reviewed the proposals and requested two companies to provide demonstrations. Tyler Technologies was the best fit for the ERP software for the city. After discussions with the City Commission in November the city entered into contract negotiations with Tyler Technologies. During the past two months city staff and Tyler have been working on an agreement.

Discussion:

A final agreement that works for both parties has been developed. Tyler Technologies will provide the ERP software for Financials, Payroll, and Utility Billing. Implementation for Finance will take 9 months to complete. Utility Billing and Payroll will start 6 months after Finance and will take 9 to 12 months to complete. However, this is a very aggressive timetable that may need to be lengthened due to staff availability. Five years of historical data will be converted to the new software.

Client First has been invaluable in working through the process of identifying the city's needs in an ERP system, keeping the process moving forward and assisting in the negotiation process. City staff would like to continue utilizing Client First's management in implementing the ERP systems.

Financial considerations:

The implementation cost for all three software is \$386,096, which will be paid as costs are incurred over two years. Data conversion cost is \$82,100 which will be paid as incurred. There are also third-party hardware fees estimated at \$12,276 and trainer travel fees of \$30,780. These costs will be paid from the internal improvement fund.

Annual maintenance cost is \$140,772. This price is guaranteed for 5 years. The city is currently paying Harris Enterprise \$83,033.31 for annual maintenance. This cost will be paid from the annual budget in the General, Water, Wastewater, and Solid Waste funds.

Client First agreement to implement the ERP systems is \$89,844. This would be paid using the internal improvement fund.

Recommended action:

Approve the contract with Tyler Technologies for the Finance, Payroll and Utility Billing ERP software.

Approve the agreement with Client First Technologies to implement the ERP Systems.

Attachments:

10 year proposed payment schedule
Tyler pricing
ERP system implementation Project Management Oversight

Emporia, KS

Enterprise Resource Planning & Utility Billing Systems

Estimated Costs by Implementation Phase and Year

	Phase 1	Phase 2		Estimated 10 Year Cost of Ownership										
	Financials	Utility Billing & Human Resources		1	2	3	4	5	6	7	8	9	10	
	April 2024 - April 2025	October 2024 - July 2025	Totals	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	Totals
Software License Fees			\$ -											\$ -
Training Fees			\$ -											\$ -
Project Management ⁽¹⁾	\$ 40,098	\$ 40,098	\$ 80,196	\$ 39,790	\$ 40,406									\$ 80,196
Installation/Implementation Fees ⁽²⁾	\$ 125,187	\$ 180,713	\$ 305,900	\$ 140,882	\$ 165,018									\$ 305,900
Modifications/Enhancements Estimates			\$ -											\$ -
Report & Inquiry Development			\$ -											\$ -
Interface Development Estimates			\$ -											\$ -
Conversion Assistance ⁽³⁾	\$ 30,400	\$ 51,700	\$ 82,100	\$ 41,050	\$ 41,050									\$ 82,100
Other Costs			\$ -											\$ -
Hardware, Software, and Services ⁽⁴⁾		\$ 12,276	\$ 12,276		\$ 12,276									\$ 12,276
Travel & Related Expenses ⁽⁵⁾	\$ 15,390	\$ 15,390	\$ 30,780	\$ 15,272	\$ 15,508									\$ 30,780
Total One-Time Costs	\$ 211,075	\$ 300,177	\$ 511,252	\$ 236,993	\$ 274,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 511,252
Annual Subscription Fees ⁽⁶⁾	\$ 87,363	\$ 53,409	\$ 140,772	\$ 140,772	\$ 140,772	\$ 140,772	\$ 140,772	\$ 140,772	\$ 144,995	\$ 150,795	\$ 156,827	\$ 164,668	\$ 172,902	\$ 1,494,047
Annual Hardware Maintenance		\$ 903	\$ 903		\$ 903	\$ 903	\$ 903	\$ 903	\$ 903	\$ 903	\$ 903	\$ 903	\$ 903	\$ 8,127
Total Annual Costs	\$ 87,363	\$ 54,312	\$ 141,675	\$ 140,772	\$ 141,675	\$ 141,675	\$ 141,675	\$ 141,675	\$ 145,898	\$ 151,698	\$ 157,730	\$ 165,571	\$ 173,805	\$ 1,502,174
Implementation Project Management Oversight (Third-Party)	\$ 44,922	\$ 44,922	\$ 89,844	\$ 44,922	\$ 44,922									\$ 89,844
Contingency (15% of Project One-Time Costs)	\$ 31,661	\$ 45,027	\$ 76,688	\$ 75,541										\$ 75,541
Total Costs	\$ 375,021	\$ 444,438	\$ 819,459	\$ 498,228	\$ 460,856	\$ 141,675	\$ 141,675	\$ 141,675	\$ 145,898	\$ 151,698	\$ 157,730	\$ 165,571	\$ 173,805	\$ 2,178,811

- Assumptions:
- 1. Project Management are due as incurred. Estimated costs have been split evenly between the two phases.
 - 2. Installation/Implementation Fees are due as incurred. Estimated costs have been split between the two years based on the number of implementation months in each year.
 - 3. Conversion Assistance is due 50% upon the initial delivery of converted data and 50% upon conversion into Production. Estimated costs assume the initial deliveries will occur in Year 1 and Production conversions in Year 2.
 - 4. Hardware, Software, and Services are due upon delivery and are related to cash receipts printers and timekeeping devices. Estimated costs assume delivery close to Go Live (Year 2).
 - 5. Travel & Related Expenses are due as incurred. Estimated costs have been split between the two years based on the number of months in each year.
 - 6. Annual Subscription Fees are due on an annual basis.
 - 7. Implementation fees are estimated based upon the preliminary project timeline.



Quoted By: Alban Michaud
 Quote Expiration: 03/29/24
 Quote Name: City of Emporia-ERP-Munis
 Quote Description: Tyler Enterprise EERP Pricing - revised 2/6/24
 SaaS Term 5.00

Sales Quotation For:

Shipping Address:

City of Emporia
 522 Mechanic St
 Emporia KS 66801-3950

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	160	\$ 26,498.00
Accounts Payable	1	48	\$ 7,306.00
Assets Mobile	1	16	\$ 4,205.00
Budgeting	1	56	\$ 7,306.00
Capital Assets	1	40	\$ 6,089.00
Cash Management	1	40	\$ 4,620.00
Contract Management	1	32	\$ 2,876.00
eProcurement (Vendor Access and Punch-Out)	1	24	\$ 5,130.00
Project & Grant Accounting	1	40	\$ 4,984.00
Purchasing	1	112	\$ 10,858.00
Human Resources Management			
Human Resources & Talent Management	1	124	\$ 6,993.00
Payroll with Employee Access	1	216	\$ 9,884.00
Recruiting	1	24	\$ 1,335.00

Time & Attendance w Mobile Access - Up to 350 Employees	1	128	\$ 13,884.00
Revenue Management			
Accounts Receivable	1	88	\$ 5,385.00
Cashiering	1	48	\$ 9,790.00
General Billing	1	56	\$ 3,491.00
Resident Access	1	52	\$ 5,670.00
Utility Billing CIS including Graphing Agent	1	184	\$ 10,915.00
Utility Billing Meter Interface	1	24	\$ 2,385.00
Content Management			
Content Manager Core includes Onboarding	1	32	\$ 11,312.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	88	\$ 18,812.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 6,493.00
GIS	5	8	\$ 1,480.00
Sub-Total:			\$ 187,701.00
Less Discount:			\$ 46,929.00
TOTAL		1640	\$ 140,772.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Applicant Tracking Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Capital Assets Import Hours	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
COA Import Hours	12	\$ 200.00	\$ 0.00	\$ 2,400.00	\$ 0.00
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Payroll Accruals Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Payroll Deductions Import Hours	12	\$ 175.00	\$ 0.00	\$ 2,100.00	\$ 0.00
Payroll Employee Master Import Hours	16	\$ 175.00	\$ 0.00	\$ 2,800.00	\$ 0.00
Position Control Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Project Management	492	\$ 163.00	\$ 0.00	\$ 80,196.00	\$ 0.00

State Retirement Tables Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 82,100.00	\$ 0.00
Onsite Implementation	440	\$ 195.00	\$ 0.00	\$ 85,800.00	\$ 0.00
Remote Implementation	1200	\$ 163.00	\$ 0.00	\$ 195,600.00	\$ 0.00
TOTAL				\$ 468,196.00	\$ 0.00

Transaction Fees

Description

Enterprise ERP Payments
Utility Access Payments

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Printer (TM-S9000II)	2	\$ 1,623.00	\$ 0.00	\$ 3,246.00	\$ 0.00	\$ 0.00	\$ 0.00
Touchscreen 10: Biometric and Prox Reader	3	\$ 3,010.00	\$ 0.00	\$ 9,030.00	\$ 301.00	\$ 0.00	\$ 903.00
TOTAL				\$ 12,276.00			\$ 903.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 140,772.00
Total Tyler Services	\$ 468,196.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 12,276.00	\$ 903.00
Summary Total	\$ 480,472.00	\$ 141,675.00
Estimated Travel Expenses excl in Contract		
Total	\$ 30,780.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Manager Core				
Content Manager Core - Accounts Payable	1	\$ 7,400.00	\$ 0.00	\$ 7,400.00
Content Manager Core - Utility Billing	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Financials				
Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Accounts Payable	1	\$ 7,600.00	\$ 0.00	\$ 7,600.00
Project Accounting	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Purchase Orders	1	\$ 5,400.00	\$ 0.00	\$ 5,400.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
Revenue Management				
General Billing	1	\$ 8,200.00	\$ 0.00	\$ 8,200.00
Utility Billing	1	\$ 27,200.00	\$ 0.00	\$ 27,200.00
TOTAL				\$ 82,100.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			

Bid Management	1	32	\$ 2,902.00
Inventory	1	52	\$ 5,611.00
Inventory Mobile	1	16	\$ 4,205.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 100 Employees	1	56	\$ 9,353.00
Employee Expense Reimbursement	1	40	\$ 3,077.00
Civic Services			
My Civic	1	56	\$ 9,000.00
Data Insights			
Capital Projects Explorer	1	0	\$ 7,200.00
Citizen Connect	1	32	\$ 4,608.00
Open Finance	1	0	\$ 14,400.00
Additional			
ACFR Statement Builder	1	32	\$ 7,065.00
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
Notify includes 50,000 Msgs and 1,650 Mins per year	1	16	\$ 9,000.00
TOTAL:		332	\$ 77,021.00

Optional Tyler Annual Services

Description	Qty	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	\$ 26,000.00
TOTAL:		0	\$ 26,000.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00	\$ 0.00

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Install Fee - Managed Detection & Response	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Onsite Implementation	92	\$ 195.00	\$ 0.00	\$ 17,940.00	\$ 0.00
Remote Implementation	240	\$ 163.00	\$ 0.00	\$ 39,120.00	\$ 0.00
TOTAL				\$ 66,460.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Koa Hills - Historical Archive Database Module - Financials - Annual Hosting (SaaS)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,860.00	\$ 0.00	\$ 15,860.00
Koa Hills - Historical Archive Database Module - HRM - Annual Hosting (SaaS)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,895.00	\$ 0.00	\$ 11,895.00
Koa Hills - Historical Archive Database Module - Utility Billing - Annual Hosting (SaaS)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,040.00	\$ 0.00	\$ 14,040.00
Pattern Stream Automated Document System - Implementation	64	\$ 185.00	\$ 0.00	\$ 11,840.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,740.00	\$ 0.00	\$ 16,740.00
TOTAL				\$ 15,720.00			\$ 58,850.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
-------------	------------	---------------------	----------------

Financial Management				
Accounting		\$ 26,498.00	\$ 6,625.00	\$ 19,873.00
Accounts Payable		\$ 7,306.00	\$ 1,827.00	\$ 5,479.00
Assets Mobile		\$ 4,205.00	\$ 1,051.00	\$ 3,154.00
Budgeting		\$ 7,306.00	\$ 1,827.00	\$ 5,479.00
Capital Assets		\$ 6,089.00	\$ 1,522.00	\$ 4,567.00
Cash Management		\$ 4,620.00	\$ 1,155.00	\$ 3,465.00
Contract Management		\$ 2,876.00	\$ 719.00	\$ 2,157.00
eProcurement (Vendor Access and Punch-Out)		\$ 5,130.00	\$ 1,283.00	\$ 3,847.00
Project & Grant Accounting		\$ 4,984.00	\$ 1,246.00	\$ 3,738.00
Purchasing		\$ 10,858.00	\$ 2,715.00	\$ 8,143.00
Human Resources Management				
Human Resources & Talent Management		\$ 6,993.00	\$ 1,748.00	\$ 5,245.00
Payroll with Employee Access		\$ 9,884.00	\$ 2,471.00	\$ 7,413.00
Recruiting		\$ 1,335.00	\$ 334.00	\$ 1,001.00
Time & Attendance w Mobile Access - Up to 350 Employees		\$ 13,884.00	\$ 3,471.00	\$ 10,413.00
Revenue Management				
Accounts Receivable		\$ 5,385.00	\$ 1,346.00	\$ 4,039.00
Cashiering		\$ 9,790.00	\$ 2,448.00	\$ 7,342.00
General Billing		\$ 3,491.00	\$ 873.00	\$ 2,618.00
Resident Access		\$ 5,670.00	\$ 1,418.00	\$ 4,252.00
Utility Billing CIS including Graphing Agent		\$ 10,915.00	\$ 2,729.00	\$ 8,186.00
Utility Billing Meter Interface		\$ 2,385.00	\$ 596.00	\$ 1,789.00
Content Management				
Content Manager Core includes Onboarding		\$ 11,312.00	\$ 2,828.00	\$ 8,484.00
Data Insights				
Enterprise Analytics and Reporting w Executive Insights		\$ 18,812.00	\$ 4,704.00	\$ 14,108.00
Additional				
Enterprise Forms Processing Software (including Common Form Set)		\$ 6,493.00	\$ 1,623.00	\$ 4,870.00
GIS		\$ 1,480.00	\$ 370.00	\$ 1,110.00
	TOTAL	\$ 187,701.00	\$ 46,929.00	\$ 140,772.00
Comments				

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Content Manager Core - Utility Billing conversion includes: Standard - UB Account, CID's, Backflow

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to

such terms. Please see attached Payments fee schedule.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Content Manager Core - Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History (Header, Detail)

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon

renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Tyler will deploy three environments (Test, Train and Production).

There is no cost associated with environment refreshes.

Proposal for

ERP System Implementation Project Management Oversight

January 4, 2024



Client Locations
Coast-to-Coast

Practice Locations
**Illinois
Texas
California
North Carolina**

800.806.3080
www.clientfirstcg.com

January 4, 2024

Ms. Janet Harrouff
Director of Finance
City of Emporia
104 East 5th Avenue
Emporia, KS 66801

Re: Proposal for ERP System Implementation Project Management Oversight

Dear Ms. Harrouff:

ClientFirst appreciates the opportunity to present the City of Emporia with our proposal for *ERP System Implementation Project Management Oversight*. Our consultants have implementation project management and oversight experience, including numerous ERP implementations.

We believe the primary differentiators between ClientFirst and other similar firms include the following:

- **Experience** – ClientFirst’s professional consultants are experienced in local government systems implementation projects. We do not use trainees or unqualified consultants to support our clients.
- **Adaptable Methodology** – Our implementation methodology is proven, thorough, and adaptable to help us better meet our clients’ needs. We tailor our method to meet the implementation situation without sacrificing quality, increasing risk, or incurring unnecessary costs.
- **Track Record of Success** – While a third of systems implementation projects reportedly fail, and another third produce disappointing results, our success rate is high. We help our clients achieve the results they expect.

Our clients say we excel in these areas:

- Client Satisfaction
- Value for Services
- Risk Mitigation
- Communication and Visibility
- Thoroughness of Methodology
- Quality of Results
- Experienced Consultants

If you have any questions, feel free to contact us at 951.739.7989 or via email at dkrout@clientfirstcsg.com for additional information. We appreciate the continued opportunity to serve the City of Emporia.

Sincerely,



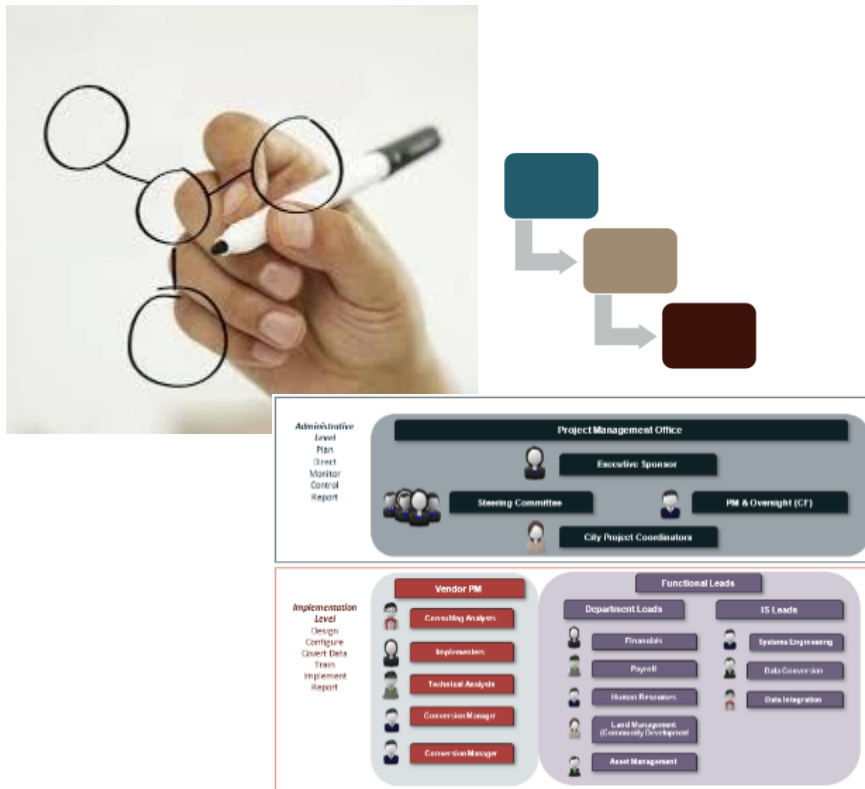
David W. Krout, CPA (*inactive*)
Partner
Management Consulting Practice Leader



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The following section describes project organization, roles and responsibilities, and escalation issue processes. Our methodology is designed to keep the project on track with a best practices approach that helps ensure a successful implementation that mitigates risk.





Industry Implementation Background and Risk Issues

Enterprise Systems Implementation Findings – Independent Sources

A recent customer survey shows that Enterprise Implementation Projects:^[1]

- Have only a 7% chance of on-time implementation
- Will likely cost more than estimated
- Will likely deliver unsatisfying results (only 21% will realize half or more of expected benefits)
- Have a 50% chance that users will use the applications

Another recent customer survey shows that:^[2]

- Only 32% of projects are on time and within budget, deliver all required features and functions, and achieve measurable business and stakeholder benefits.
- Approximately 44% of projects are “challenged” (late, over budget, and/or with less than the required features and functions).
- 24% of these projects failed (were canceled before completion or were delivered and never used).

Reasons for the problems:^[1]

- Nearly 40% of those surveyed said that a “*lack of employee buy-in and executive support*” was the biggest challenge.
- One-third identified “*lack of internal expertise*” as a problem.

A recent KPMG survey of 252 organizations found that:

- 69% of project failures are due to a lack of and/or improper implementation of project management methodologies, including:
 - ♦ Inadequate project management: 32%
 - ♦ Lack of communication: 20%
 - ♦ Lack of familiarity with the scope and complexity of project management: 17%

The Gartner Group

- “... more than 80 percent of IT projects are conceived of and funded in a fragmented manner, with little in the way of overall planning.”

CFO Magazine

- “Perhaps an even more serious problem [than troubled IT projects] — and one that is even more impossible to measure — involves IT projects misaligned with organizational strategy. Even if these projects succeed ... they can be fiascos that consume massive quantities of money, talent, and time unless they truly help the organization.”

¹ Panorama Group, Based on a survey of more than 1,300 online respondents and focus group participants who had implemented ERP within the last three years.

² Standish Group, CHAOS Summary.



Our Experience

We have provided project management and implementation assistance for many projects throughout our careers. Some of the issues we have encountered include:

- People Issues
 - ♦ Executive and/or user commitment and support
 - ♦ Resistance to change (e.g., process changes, new ways of doing things, etc.)
 - ♦ Providing the *right* people with enough *time* when needed
 - ♦ Overestimation of people's abilities, availability, and/or support needs
 - ♦ "Challenged" third-party support (i.e., under-qualified, "compromised" agendas, availability, conflicting commitments, "Go-Live" syndrome, etc.)
- Project Management Issues
 - ♦ Under-qualified PM resources (i.e., knowledge, experience, etc.)
 - ♦ Inadequate planning (i.e., project requirements, bad estimates of time, people, and budget)
 - ♦ Poor communication (i.e., unclear goals and objectives, improper expectations, timely project information, etc.)
 - ♦ Poor project monitoring and controlling (i.e., scope, production, cost, and velocity)
 - ♦ Inadequate product training and knowledge transfer
 - ♦ Inadequate product testing
 - ♦ Conflicting duties and reports (i.e., objectivity, loyalty, etc.)
 - ♦ Lack of time (i.e., regular job vs. project duties — the focus should be on Enterprise project responsibilities)
- Systems Issues
 - ♦ Software functionality (i.e., wrong system, missing components, etc.)
 - ♦ Systems performance (e.g., undersized servers, communications equipment, etc.)
 - ♦ Infrastructure issues and failures (i.e., incompatibility with other systems components)

Approach

Project Management Office Defined

Project Management Office (PMO), as defined by the Project Management Institute (PMI), is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. Project management is accomplished through the appropriate application and integration of 42 project-related processes comprising the five process groups of (1) initiating, (2) planning, (3) executing, (4) monitoring and controlling, and (5) closing.

PMO typically includes:

- Identifying and documenting project requirements
- Addressing the needs, concerns, and expectations of the stakeholders
- Balancing competing project constraints, including scope, quality, schedule, budget, resources, and risk

To be successful, tasks must be done in the proper order, as skipping steps, re-sequencing, or lack of focus all reduce the chances of success. Creativity may be allowed within the general structure but is based on specific circumstances.



Organization Structure

The following PMO information is a *guide*. Every project is unique, and the method must be tailored to the situation, people, time, money, scope, and other constraints.

An Enterprise implementation is **not a technology project**. It is an investment in an “organizational transformation and process improvement” project.

Technology can help **enable and accelerate** the transformation, but it cannot **cause** a transformation.

Project Initiation

The components of Project Initiation are outlined below:

- Project Organization
- Stakeholder Identification
- Develop Project Charter
 - ♦ The Project Charter is a clear and shared understanding and authorization to complete the project. It includes:
 - A statement of business needs and objectives
 - An agreement on the deliverables
 - An overview of the plan to accomplish the project on time and within budget
 - Clear accountability for realizing the benefits
 - Relevant metrics
 - An effective benefits realization process
 - Project Kick-Off Meeting
 - Defined PMO Roles

Project Planning

- Confirm Project Scope, Deliverables, Work Plan, Resources, and Budget
- Plan for:
 - ♦ Project Governance
 - ♦ Quality Assurance
 - ♦ Risk Mitigation
 - ♦ Project Communication and Information Management
 - ♦ Project Reporting
 - ♦ Project Document
 - ♦ Project Team
 - ♦ Organizational Change Management
 - ♦ Post-Implementation Support

Project Monitoring, Controlling, and Reporting

- Scope Management
- Work Plan and Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Application Design and Configuration
- Infrastructure Deployment
- Training and Knowledge Transfer
- Data Conversion
- Reports, Queries, Forms, and Analytics



- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation
- Documentation Production
- Deliverables Assurance

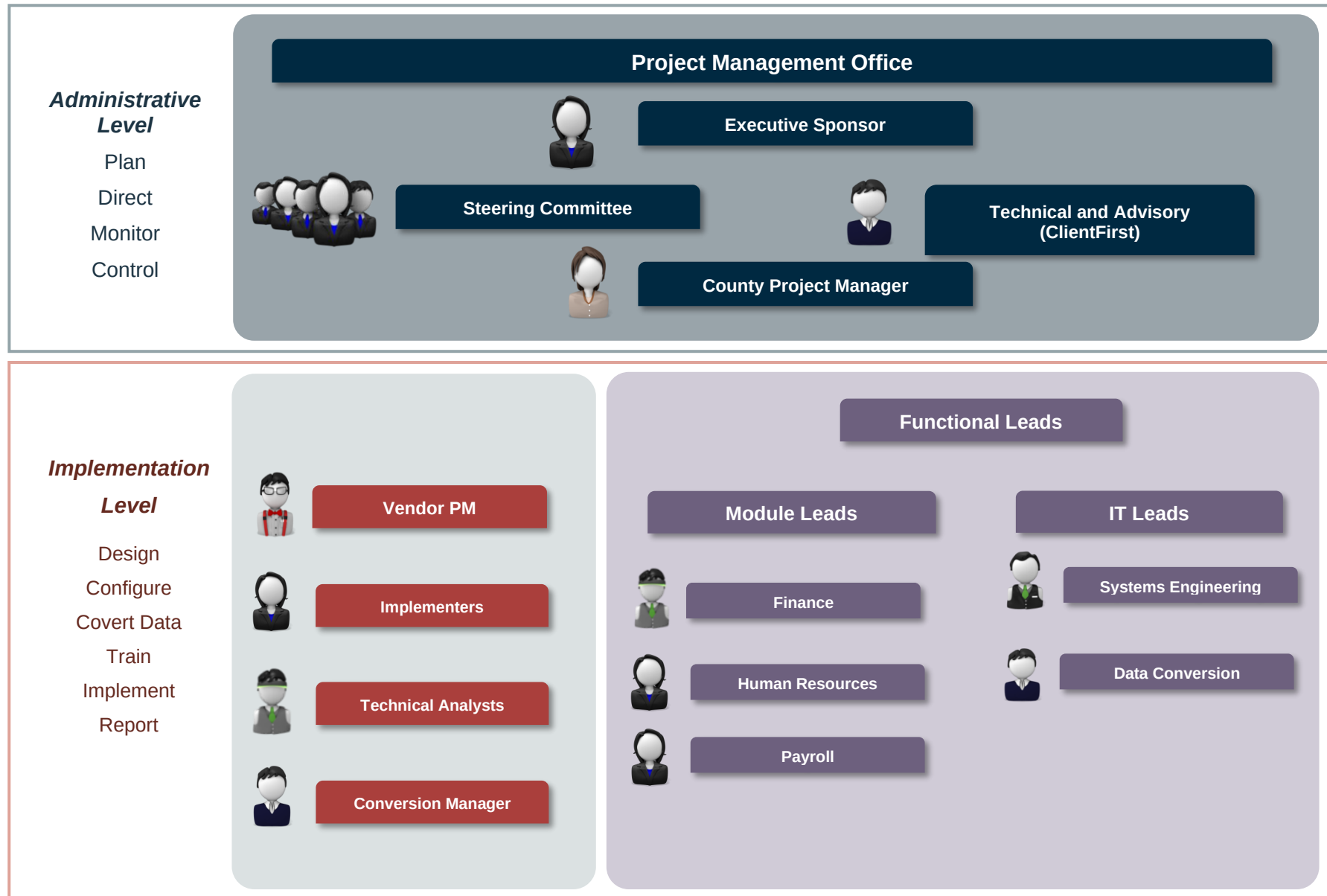
Additional Project Monitoring, Controlling, and Reporting Responsibilities

- Risk Management and Mitigation
- Project Communication and Information Management
- Status Reporting
- Status Meetings
- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post-Implementation Support Readiness
- Organizational Change Management

Project Completion and Assessment

- Post-Implementation Assessment (optional)
- Support, Growth, and Maintenance Planning

SAMPLE: Project Management and Oversight Organization Chart





Methodology for Decision-Making

Below, we have included the methodology that we use for escalation. Change orders can present challenges, so we have included a brief overview of our recommended approach.

Escalation Process

The escalation chain below allows sufficient time (given the specific circumstances) at each level for the individual(s) designated to determine a resolution before escalating an issue to the next level. Our firm also assists at these levels, including background and, in some cases, potential resolution options.

- Level 1 – Implementation Functional Area Leads
- Level 2 – Project Management Team (Vendor, City Project Manager, ClientFirst Project Technical Advisor)
- Level 3 – Project Executive Sponsor

The City must document the specific issue escalating in the form of an email message, written memo, or a letter if it is a matter to be addressed by a third party or the vendor. The email message, memo, or written letter should be addressed and directed to the individual at the next level. Following this protocol will help ensure that the communication is effectively received and that no time is lost due to misunderstanding what issue is being escalated.

Change Order Process

The process of evaluating and approving a proposed change will require the final review and approval of the Project Sponsor, Executive Sponsor, and/or the Project Committee (or all of the above, based on City policy) for final review and approval. Such changes will likely significantly impact project scope, time, and/or cost.

Conceptual Plan and Approach

Project Background

The City requires assistance with project implementation services, project coordination, communication, and advisory tasks for the implementation of the new ERP system. In this role, ClientFirst will perform project implementation assistance services as an extension of the IT division.

Phase 1 of the system implementation is expected to take 12 months and include multiple financial modules and professional services performed by the vendor project team. At a high level, for each module, the following steps will be required: design, design documentation, setup, configuration, data conversion, data conversion testing, user acceptance, end-user training, Go Live, and post-Go Live support. Reporting requirements will also be included.

The City Project Manager will lead the City team. The City's Functional Leads serve as co-project managers and coordinators for the implementation of software modules within their respective areas of expertise. The ERP vendor will provide a project manager responsible for coordinating all vendor tasks. The Vendor Project Manager will primarily interface with the City Project Manager and Functional Leads.

ClientFirst Technology Consulting will provide project implementation assistance and long-range project continuity. The ClientFirst methodology and approach are defined in more detail within this proposal.

In the *Approach* section, we describe the typical project implementation assistance process and the organization required for a project of this scope.



Roles and Responsibilities

One of the most important aspects of successful implementation is allocating sufficient resources across the team. Implementation of an enterprise (multi-department systems is an incredibly time-consuming task, requiring a significant commitment with IT and the departmental user community). ClientFirst will supplement the City's Project Manager, users, and some IT tasks to reduce the number of committed hours that are normally required by City staff. The ClientFirst implementation assistance team will be working closely with department users on their implementation tasks. By working closely with the user community, this effort will significantly reduce departmental users' customary required hours by approximately 50-75%.

Project Team Role	Key Responsibilities
Executive Sponsor (City)	• Establish and communicate target vision and goals for project • Secure pre-implementation buy-in from management and users • Secure senior management (department heads) commitment for implementation resources • Attend monthly meetings, as necessary • Update policies as needed • Approve escalation procedures
Project Manager/Coordinator (City)	• Work in conjunction with the Vendor Project Manager and the ClientFirst Project Management/Oversight Manager • Co-manage project plans, resources, schedules, budgets, and deliverables with the Vendor Project Manager • Communication planning • Communicate project information to users and management • Coordinate internal customer project activities • Escalate issues that require management decisions • Manage transition from system development to operational support • Track open City and vendor tasks • Generate Project Status Report for Project Management implementation team • Prepare for and participate in the vendor's periodic Project Management implementation status meetings • Distribute Project Management implementation team meeting minutes • Prepare for and facilitate internal City staff meetings • Distribute internal City status meeting minutes • Help resolve delayed tasks • Review and approve escalation procedures • Review and approve test plans • Communicate training plans • Review and approve Go Live plans • Communicate Go Live plans



Project Team Role	Key Responsibilities
Project Management/Oversight Manager (ClientFirst)	• Work in conjunction with the Vendor Project Manager and City Project Manager as a liaison • Prepare for and participate in the vendor project kick-off meeting • Assist with communication planning • Attend vendor discovery needs assessment workshops • Assist with tracking, escalating, and documenting issues that require management decisions • Assist with the tracking of open City and vendor tasks • Prepare for and participate in the vendor's periodic implementation status meetings • Review vendor status meeting reports • Prepare for and participate in internal City status meetings • Prepare for and participate in post internal City staff debriefs with the City Project Manager • Assist the City Project Manager with the preparation of period status summary reports • Prepare and present monthly status reports to the City Project Manager and Executive Team • Escalate issues that require management decisions • Help resolve delayed tasks • Provide subject-matter expertise for implementation, conversions, integrations, etc. • Mediate escalation issues between City and vendor • Assist with the review of the testing plans • Assist with the review of the training plans • Assist with project communications



Project Team Role	Key Responsibilities
Functional Area/Module Lead (City)	• Provide recommendations on automating business processes and workflow • Perform system and workflow setup assistance • Test and document results of system usability, integration, imported data, and workflow from the user's perspective • Lead project within functional area user groups • Build departments workbooks • Assist with system setup decisions • Assist with data mapping for conversion • Gather and provide department forms/reports • Participate in business process reviews • Assist with the development of testing and training plans • Provide/assist with end-user training • Support end-users during early and ongoing operations • Design and test security roles and document testing results • Help develop testing scripts • Produce desk procedures • Attend bi-weekly team meetings • Attend meetings scheduled by the vendor project manager • Identify and document any scope changes • Assist IT in capturing screenshots and reports for data conversion verification



Project Hours Allocation (Work Plan/Schedule)

The components of an implementation work plan are variable, and, as a result, we have separated the work plan into three groups, summarized below.

Project Initiation/Coordination

The “Project Initiation Component” of the proposed Project Implementation Services is a set of defined step/task deliverables.

Recurring Project Assistance

“Recurring Project Assistance” activities represent an average weekly number of hours for project implementation service deliverable activities. We will bill for these weekly hours accumulatively monthly.

The City will assign its own Implementation Project Manager, who will be the City’s primary lead project implementation resource. To assist, ClientFirst will augment the City’s Project Manager by monitoring and overseeing the project process, as well as providing subject-matter expertise and advisory services. ClientFirst responsibilities would include:

- Using our experience to assist, make recommendations, and counsel the City’s Project Manager and Implementation Project Team as they maneuver through and conduct their implementation activities
- Observing and reporting any anomalies, risks, or red flags that may harm the project schedule, project/system quality, or financial budget
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags
- If requested, mediating disputes or disagreements between the vendor and the City
- Making any other observations or recommendations that may improve implementation
- Acting as an observer in any performance or acceptance testing

The following pages include tables containing the detailed steps/activities for each component of the work plan.

Additional As-Needed Activities (optional)

“Additional As-Needed Activities” represent optional services that our firm will or can deliver if needed and approved by the City. This list of activities is provided as a summary of services and is not meant to limit any other activities or services you may wish to have us perform.

The work plan and schedule are detailed in the following section, showing the steps, associated hours per consultant, and the estimated schedule in weeks in a concise, easy-to-use format that our clients say they appreciate.



Work Plan and Schedule



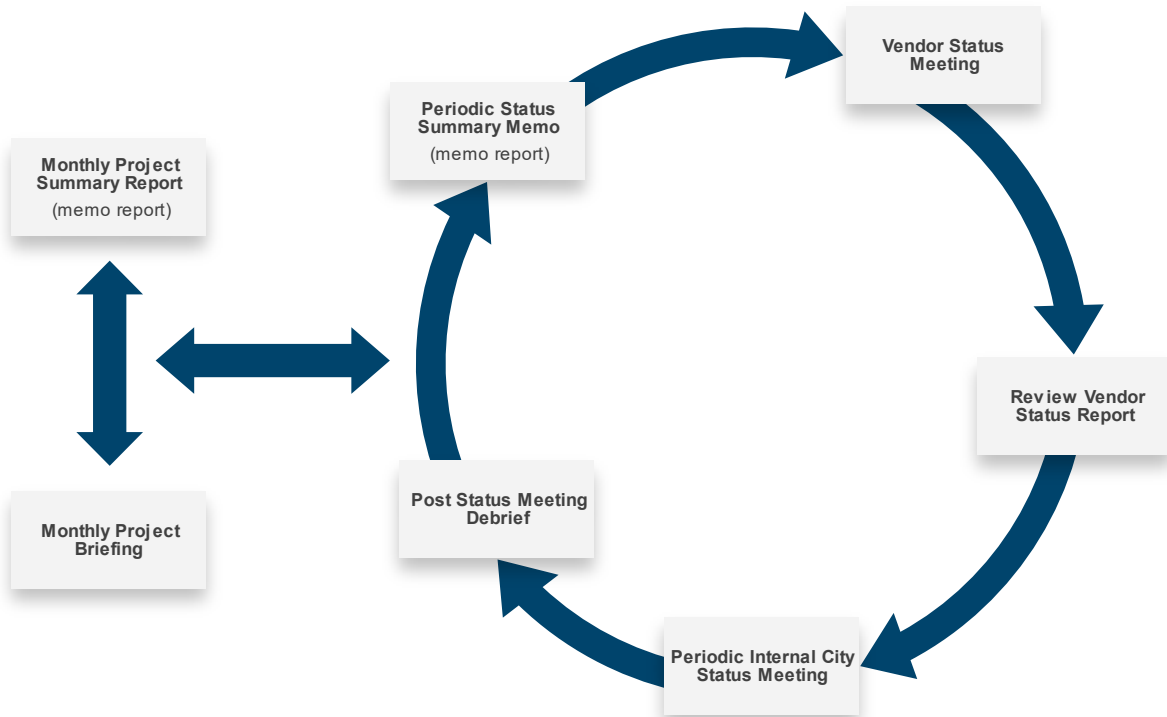
Project Initiation/Coordination and Recurring Project Oversight

Activity	ERP System Project Implementation Assistance Services
Project Initiation/Coordination	
Description: These Project Initiation activities are a set of defined step/task deliverables. These activities will be conducted at the beginning of each Project Phase. The activities defined below will be invoiced as they are fulfilled.	
1	Project Coordination and Planning - Work with the City Project Manager to finalize the project management plan and arrange communications, logistics, and support.
2	Develop/Review Baseline Project Documents and Plans - Review or develop a baseline of the project plan, including the following:
	Scope Definition
	Statement of Work
	Project Team (PMO - Project Management Office) Staffing and Operation Guidelines
	Resources w/ Roles and Responsibilities
	Project Timeline/Schedule
	Project Budget
	Subsidiary Plans as needed (Change Management, Training, Data Conversion, Interfaces, Modifications, Technology Requirements, etc.)
	Risk Matrix Dashboard
3	Vendor Project Kick-Off Meeting - Participate in the Vendor Project Kick-Off Meeting with Vendor and City stakeholders and City Project Team members.
4	Vendor Discovery Needs Assessment Process - Attend vendor discovery module walkthroughs, assessment, analysis workshops (as-is/to-be), and assist with review of vendor deliverables.



Activity	ERP System Project Implementation Assistance Services	
	Recurring Project Oversight	
	Description: These “Recurring Project Oversight” activities represent an average weekly number of hours for the deliverables defined below. Our firm’s policy is to bill monthly as the project proceeds. We will review and present the progress billing on a quarterly basis to the City. The average billing is for the project-to-date. If the estimated average billing for the remainder of the project should exceed the weekly average presented below, we will promptly notify the City, and the two parties will agree upon how to proceed with future billings.	
	Periodic Activities - These typically occur weekly, although the frequency will vary based on project status at any point within implementation schedule and on agreed-upon vendor arrangements.	
5	Vendor Status Meeting - Participate in the vendor’s periodic status meeting as an advocate for the City and:	
	Ask questions to clarify and make suggestions as necessary	
	Assist and support the City in presenting their points	
	Note points of interest or concern from meeting discussion/outcomes (ClientFirst to email notation to City Project Manager, as necessary)	
6	Review Vendor Status Report - Review the Vendor’s post-status meeting report and provide comments. (ClientFirst to email comments to City Project Manager, as necessary)	
7	Periodic Internal City Status Meetings - Support the City Project Manager, prepare for and attend the periodic Internal City status meeting to include:	
	Status Meeting Agenda Preparation - Support the City Project Manager in preparing the Status Meeting Agenda using the provided ClientFirst template. This will include a review of the agenda by ClientFirst and finalization and distribution of the agenda by the City Project Manager.	
	Internal City Project Status Meeting - Participate and support the City Project Manager by attending the periodic status meeting with Functional/Module Leads and any Project Team Staff as needed. The main ClientFirst tasks in this meeting are to:	
	Assist the City Project Manager in ensuring the tasks/next steps assigned to both the Vendor and the City from the previous Vendor’s Status Meeting have been achieved.	
	Assist the City Project Manager in discussing any issues or items that have occurred or have been experienced since the previous Vendor’s Status Meeting.	
	Assist the City Project Manager in presenting upcoming tasks and deliverables, including any control points/milestones that require acceptance/sign-off by the City. This will also include the identification of individuals/parties assigned to these tasks.	
	Review any relevant risks, concerns, and other observations that may affect the timeline or budget or impact the potential success of any upcoming task/event.	
8	Project Manager/ClientFirst Debrief - A post-Internal Status Meeting debrief between the City Project Manager and ClientFirst to sync up on project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution.	
9	Periodic Status Summary Report (Memo) - Support the City Project Manager in preparing the Status Memo using the ClientFirst provided template. This Status Memo will include a summary of observations and recommendations as an outcome of the Internal Status Meeting and Post-Status Meeting Debrief.	
10	Weekly Project Oversight/Management Assistance Activities - General assistance, including miscellaneous oversight activities and email communications. Also, provide a vendor invoice review (if/or as necessary).	
	Monthly Activities - Note: Monthly hours below are displayed in “weekly equivalents” for calculation purposes.	
11	Monthly Status Summary Report (Memo) - Provide the City with a monthly status report memo, including:	
	A list of critical milestones completed	
	Status of project schedule (ahead, on schedule, or behind) with relative notation	
	Status of project budget (under, on budget, or over) with relative notation	

Activity	ERP System Project Implementation Assistance Services
	Comments and recommendations related to any observed anomalies, red flags, or obvious risks that may have a negative impact on the project schedule, the quality of project deliverables, or the budget
	List of critical upcoming project steps with any necessary preparation recommendations
12	Monthly Project Briefing - Monthly meetings, as necessary, with the City Project Manager and City Executive Team to present the monthly status report.





Additional “As-Needed” Activities

Activity	ERP System Project Implementation Services Additional As-Needed Activities	
Additional As-Needed Activities (Time & Materials)		
Description: These "Additional Activities" represent services that ClientFirst can or will deliver if/when needed. Although numbered, the activities are not sequential and are not a full representation of all the services that can be provided.		
Business Processes and Workflows		
1	Conduct review meetings/workshops with the City to document business workflows and configuration improvements that will be used to improve system utilization.	
System Configuration		
2	Hands-on assistance with system configuration and configuration validation.	
3	Hands-on assistance with public portal configuration and configuration validation.	
Data Conversion		
4	Hands-on assistance with data conversion.	
5	Hands-on assistance in legacy data clean-up or scrubbing.	
6	Hands-on assistance in data conversion validation.	
Testing		
7	Assist with hands-on testing of existing and/or new configurations, migrated data, integrations, etc.	
Interface/Integration		
8	Develop Interface/Integration design documents and advise delivery and testing schedules.	
Modifications/Enhancements		
9	Develop Modification/Enhancement design documentation.	
Reporting		
10	Identify and document all unique custom reporting requirements and identify the tools (Advanced Search, Merge Document, SSRS, Vendor analytics application) and means by which these reports will be generated.	
Project Quality Control and Acceptance Testing		
11	Execute acceptance test plan reviews.	
12	Cutover hour-by-hour planning.	
Go-Live Readiness Review and Cutover Planning		
13	Vendor Readiness Review Demonstration	
14	Acceptance Test Completion	
15	Cutover Plan Finalization	
16	End-User Training Plan and Custom Documentation/Materials	
Go-Live and Issue Resolution		
17	Hands-on Go-Live preparations	
18	After Go-Live support	
Project Closeout		
19	Project Closure - Final issue resolutions. Monthly team meetings may be desirable post-Go-Live.	
20	Project Closure Report - Final accounting, future recommendations, and lessons learned.	
Post-Implementation Review		
21	Conduct lessons learned sessions one month after Go-Live.	
22	Conduct post-implementation interviews and workshops (6-12 months after Go-Live).	
23	Provide post-implementation Review Report highlighting fulfillment, gaps, and gap closure strategies.	



Activity	ERP System Project Implementation Services Additional As-Needed Activities	
	Executive Communication	
24	Provide updates and presentation meetings to elected officials, as necessary, in addition to monthly briefing meetings.	
25	Assist the City's Public Information Officer in preparing communications to the media, elected officials, other outside agencies, and community members related to the system implementation, as deemed appropriate by the City Executive Stakeholders.	

The fee information for the project is summarized in this section. We structure our fees to be affordable and match them to the Work Plan so the hours and deliverables are clearly understood.





Fee Summary

Our fees are based upon actual time spent on a project at our standard rates, plus travel expenses. Our fee estimate is based on the scope, approach, and work plan(s) outlined in this proposal. Our estimated fees are based on the current project schedule. Should the project be delayed or extended, our fees may change. If City staff change significantly during a project, our fees may change based on the additional work required to maintain project continuity (see component 3). Additional days or hours required by the City will be approved in advance and billed at the agreed hourly rate. A summary of the fees is outlined in the tables below.

Hours Summary	Total Hours	Jamie	Janet/Alicia
Hours	9.5	1.5	8

12-Month Project Implementation Oversight Estimate		
Cost Category	Comments	Budgetary Estimates
Project Initiation/Coordination and Recurring Project Oversight	Project initiation, vendor analysis/discovery, and recurring project implementation assistance.	\$89,844
Additional "As-Needed Activities"	Optional - These items are optional and dependent on the City's needs and will only be delivered with the City's prior confirmation and approval.	To be delivered only per City's request
TOTAL 12-Month Budget Estimate		\$89,844

Note: The City will need to appropriate additional funding if additional months are required, and additional project implementation assistance from ClientFirst is required. ClientFirst reserves the right to increase hourly rates after each 12-month incremental period, not to exceed 5%.

Summary Rates	
Consultant Level	Hourly Rate
Partner/Project Director	\$215
Project Implementation Assistance	\$195



Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

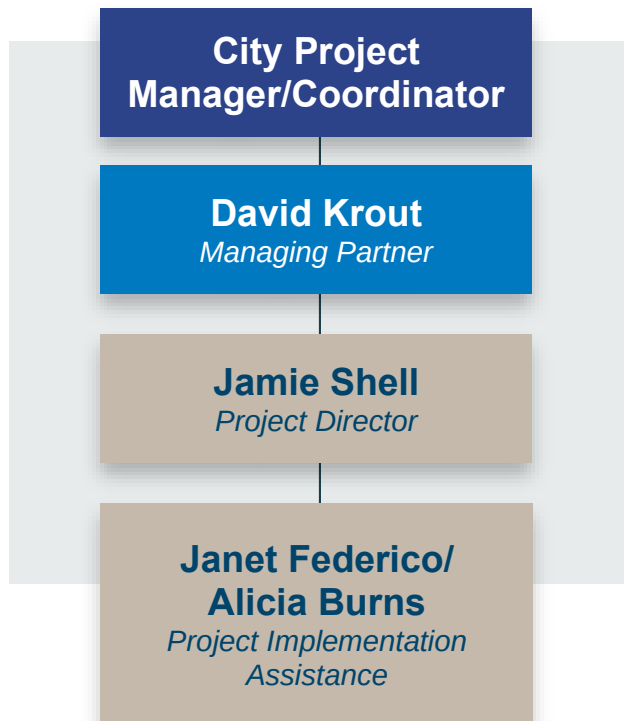
Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to “piggyback” under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payments, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities’ purchases.

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.





Team Member Roles

Project Director – Jamie Shell

The Project Director oversees client relationships and directs high-level project activities and general project coordination. This individual is typically a partner or senior manager within the firm. This individual plays an important role in quality control and quality assurance (QA). In this QA role, this person reviews the project status on a regular basis and reviews the project deliverables.

Jamie Shell (**former municipal Finance Director**) has 25 years of public sector experience, including 10 years working in local government finance. He has successfully managed and implemented projects for **over 50 public-sector agencies** throughout the United States. He will serve as the Project Director.

Project Implementation Technical Advisors – Janet Federico/Alicia Burns

Janet Federico has over 20 years of IT experience and over 12 years with government agency software implementations. She has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Alicia Burns has over 17 years of IT experience and 15 years of experience implementing ERP systems. She also has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

City-Assigned Project Manager(s)/Coordinator(s)

The City will also be responsible for assigning a Project Manager who will work together with the ClientFirst Project Implementation Technical Advisors. This person will also be responsible for coordinating City resources during the conduct of the project and will ensure that City responsibilities are fulfilled per the project schedule and work plan.



Jamie T. Shell, PMP

Director, Enterprise Applications Consulting

Jamie Shell has over 25 years of public sector experience, including 10 years working in local government finance (Finance Director) and over 15 years assisting local governments with various information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Jamie's background in local government finance, project management, and software implementation has given him the ability to work jointly with C-level executives, agency/department heads, and staff to maximize their technology utilization.

Having worked in government and as an enterprise software provider, Jamie brings a unique understanding of the perspectives of both the agency and software vendors.

Highlights

- Former municipal Finance Director
- Served as President of the Eastern Kansas Government Finance Officers Association (2005)
- Former manager of Client Services with one of the largest government ERP vendors
- Former manager of Professional Services with another major government ERP vendors
- Successfully managed onsite and remote projects for over 50 public-sector agencies throughout the United States

Agency Experience

County of Clermont	City of Henderson	City of West	State of Virginia Dept of
County of Cook	City of High Point	Sacramento	Rail & Public
County of Denton	City of Hoover	City of Wilmington	Transportation
County of Douglas	City of Indianapolis/	City of Wilton Manors	Ewing Marion Kauffman
County of Kauai	Marion County	City of Woodside	Foundation
County of Lassen	City of Kansas City	Town of Cary	Castaic Lake Water
County of Mendocino	City of Medford	Town of New Canaan	Agency
County of Nassau	City of Memphis	Town of Isle of Palms	Coachella Valley Water
County of New Castle	City of Mesa	Town of Prescott Valley	District
County of Ramsey	City of Miami	Town of Vail	Commodities Futures
County of San Juan	City of Minden	Town of Windsor	Trading Commission
County of San Mateo	City of Naperville	Village of Lincolnwood	Cucamonga Valley Water
City of Alpharetta	City of New Port Richey	State of New Jersey	District
City of Atlanta	City of Norco	State of New Mexico	Four Rivers Sanitation
City of Barrie	City of Oviedo	California State	Authority
City of Batavia	City of Pacifica	Auditor's Office	West County Wastewater
City of Battle Ground	City of Palm Desert	California State	District
City of Bentonville	City of Pearland	Controller's Office	Jurupa CSD
City of Branson	City of Piedmont	California Office of	
City of Carlsbad	City of Port Angeles	Emergency Services	
City of Cedar Hill	City of Poulsbo	Ewing Marion Kauffman	
City of Chattanooga	City of Prescott	Foundation	
City of Clovis	City of Richmond	Province of Nova Scotia	
City of Coronado	City of Salinas	State of Hawaii	
City of Dubuque	City of San Bernardino	Campaign Spending	
City of East Point	City of Simi Valley	Commission	
City of Edmonton	City of St. Petersburg	State of Massachusetts	
City of Elgin	City of South Gate	Comptroller's Office	
City of Elmhurst	City of Stockton	State of Maine Treasurer's	
City of Evanston	City of Tyler	Office	
City of Flagstaff	City of Vacaville	State of Michigan	
City of Fort Collins	City of West Covina	Administrative Office of	
City of Gallup	City of West Hollywood	Courts	
City of Glendora	City of West Lafayette	State of Rhode Island	
City of Grand Rapids		Treasurer's Office	



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Project Management Professional (PMP)
- Bachelor of Science in Business Administration and Accounting – Missouri Western State University

SPECIALTIES

- Certified Prosci Change Management Practitioner
- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations





Janet Federico, MBA

Management Consultant

Janet Federico has over eleven years of experience with local and federal government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows her to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Ms. Federico also has over six years of experience in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Additionally, having worked for a leading local government enterprise software provider, Ms. Federico brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with the customers' needs and concerns throughout and post-implementation.

Highlights

- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications

Agency Experience

County of Collin
County of Denton
County of Lassen
County of Mendocino
County of Minnehaha
County of St. Joseph
City of Batavia
City of Bartlesville
City of Bentonville
City of Carlsbad
City of Clovis
City of Coronado
City of Corvallis
City of Decatur
City of Fort Smith
City of Glendora
City of High Point
City of Highland Park
City of Hutchinson

City of Hutto
City of San Bernardino
City of Tulsa
City of Westmont
City of West Sacramento
City of Wichita
City of Wilton Manors
City of Wisconsin Springs
City of Wood Dale
Village of Hinsdale
Village of Orland Park
County of Champaign
Town of Windsor
Town of Woodside
East Bay Regional Park District
Jurupa Community Services District
Los Angeles County Development Authority
State of Texas (DFPS)



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Ellis College, Old Westbury, NY
– Master of Business Administration
- Kaplan University, Davenport, IA
– BS, Applied Management

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality



Alicia Burns, PMP, CSP-PO, CSM

Management Consultant

Alicia Burns has over 15 years of experience implementing ERP systems for both the private and public sectors. Her education and experience in the realm of implementation have allowed her to obtain knowledge in implementation planning, business process analysis and consulting, system analysis and design, user acceptance testing planning and assistance, end-user training planning, go-live planning, and technical and functional specifications.

Alicia's career in implementations began as a payroll functional lead on the client side of an ERP implementation for a company that had 6,000 employees spread across multiple states. She made the jump to software implementations full-time for a major private enterprise distributor and transitioned to supporting the public sector thereafter.

As she is skilled in the Agile methodologies of project management, Alicia values client involvement and open communication about projects and is also able to navigate through the twists that a software implementation can bring.

Alicia's tenure at a major government enterprise software provider allows her to assess business needs, track project flow, and assist clients in developing best practice solutions.

Alicia is committed to delivering high-quality work that meets or exceeds client expectations.

Highlights

- Multi-phased ERP application implementations
- In-depth knowledge of various payroll/HR platforms
- Well-versed in Agile project management methodologies

Agency Experience

County of Lassen
County of Mendocino
City of Alameda
City of Burlingame
City of Cathedral City
City of Coronado
City of Diamond Bar
City of Dublin
City of Dublin
City of Farmers Branch
City of Fontana
City of Gilroy
City of Great Falls
City of Hanford
City of Independence
City of Lancaster
City of Lemoore
City of Long Beach
City of Long Beach Harbor
City of Oxnard
City of Petaluma
City of Piedmont
City of Port Hueneme
City of Redlands
City of Richland

City of Richmond
City of Rohnert Park
City of Yorba Linda
East Side Union Highschool District
Muskogee Creek Nation
Muskogee Creek Nation Tribal Health
Maricopa Association of Governments
San Diego Association of Governments
City of Nampa
Helix Water District
Santa Margarita Water District
San Bernadino Municipal Water District
Desert Water Agency
Golden Gate Bridge, Highway, and Transportation District



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science Information Technology Management – Cal State East Bay
- Bachelor of Science Business Operations and Resource Management Cal State- East Bay
- Project Management Professional (PMP)-PMI
- Certified Product Owner Scrum Professional (CPOSP)-Six Sigma
- Certified Scrum Master

SPECIALTIES

- Project Management
- Business Process Review
- Implementation planning
- Go-live planning
- Best Practice
- Creative Solutions





David W. Krout, CPA *(Inactive)*

Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

County of Butte	City of Lomita	Village of Oswego	Rosamond Community
County of Buncombe	City of Manassas Park	Village of River Forest	Services District
County of Denton	City of Menlo Park	CA-NV American Water	Salisbury-Rowan Utilities
County of Mendocino	City of Mission Viejo	Works Association	San Bernardino
County of Orange	City of Murrieta	Castaic Lake Water	Municipal Water
County of Riverside	City of Pacifica	Agency	Southern California
County of San Bernardino	City of Palm Desert	Castro Valley Sanitary	Coastal Water
City of Batavia	City of Palmdale	District	Research (SCCWRP)
City of Bloomington	City of Pelham	Colton Joint Unified	Walnut Valley Water
City of Brentwood	City of Piedmont	School District	District
City of Brisbane	City of Rancho Mirage	Cucamonga Valley	West County
City of Burbank	City of Redlands	Water District	Wastewater District
City of Burlington	City of Rialto	Gastonia Water & Power	Western Municipal
City of Carlsbad	City of Riviera Beach	Glendale Water and	Water District
City of Camarillo	City of Rosemead	Power	Mechoopda Indian Tribe
City of Chino	City of Salisbury	HIP Housing	Eastern Band of
City of Clovis	City of Sandpoint	Lake Elsinore Unified	Cherokee Indian
City of Colton	City of San Gabriel	School District	
City of Corona	City of San Jacinto	Menifee Unified	
City of Coronado	City of Shawnee	School District	
City of Dublin	City of Sierra Madre	Mesa Water District	
City of Foster City	City of Simi Valley	Midpeninsula	
City of Gastonia	City of South Gate	Regional Open	
City of Healdsburg	City of Tustin	Space District	
City of Hemet	City of West Covina	Ramona Municipal	
City of Highland Park	City of West Des Moines	Water District	
City of Indio	Town of Danville	Rincon del Diablo	
City of La Habra	Town of Groton	Municipal Water	
City of La Puente	Town of Hillsborough	District	
City of Laguna Niguel	Town of Truckee	Rock River	
City of Lake Forest	Village of Glencoe	Reclamation	
City of Larkspur	Village of Lincolnwood	District	
	Village of Northfield		



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant

(Inactive)

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services
CA Municipality

Our consultants have been assisting local governments with innovative technology solutions with ClientFirst for 19 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. Our subject-matter experts offer a wide range of technology services that our clients often leverage to resolve specific issues.



ClientFirst was extremely knowledgeable, and I felt I have learned more from my work with ClientFirst than anyone else I've worked with in that capacity. I haven't met anyone else who's even close to ClientFirst in their level of expertise.

—Director of Administrative Services
CA Municipality



ERP Consulting Practice Profile

ClientFirst's enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years, originating within RSM McGladrey, the nation's fifth-largest CPA/Consulting firm.

ClientFirst leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software needs assessment, selection, contract negotiation, and implementation.

We identify an organization's strategic, organizational, application, and functional requirements — specific to the client's business processes—to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

The level of risk and the probability of achieving a successful implementation are directly related to the amount of proper due diligence employed. At ClientFirst, we take every possible step to decrease this risk level through best practices.

Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization a chance to find the best functionality fit by evaluating an adequate number of qualified vendor responses.

Applications Consulting Services

PROCESS REVIEWS

Business Case Analysis
Assessment and Recommendations
Process Analysis and Improvement

SOFTWARE SELECTION

Feature/Function Requirements
Implementation Risk Assessment
Change Management
Vendor Analysis and Evaluation
Contract Review and Negotiation

PROJECT OVERSIGHT

Implementation Project Management
Conversion Assistance
Integration / Interface Assistance

APPLICATIONS IMPROVEMENT

Assessment of Current Needs & Gaps
Assessment of Features, Training, Support, & Reporting Issues
Vendor Proposal Review & Demonstration Management
Change Management
Risk Assessments

Departmental / Functional Area Experience

Council/Board Administration	Parks & Recreation
Building & Safety	Engineering
City Clerk	GIS
Finance	Water & Waste Water
Fire	Sanitation
Library	Field Operations
Utility Billing	Laboratories
Customer Service/Call Centers	Environmental
Payroll	Sciences
Human Resources	Facilities
Planning	Treatment Plants
Police	Fleet Management
Purchasing	Engineering
Public Works	Warehousing
	SCADA
	Information Systems

Applications Experience

General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative
Cash Receipts	Maintenance
Purchasing & Receiving	Inventory Management
Bids Management	Fleet Management
Contract Management	Planning
Accounts Payable	Permitting
Fixed Assets	Inspection
Loans	Code Enforcement
Special Assessments	Land/Parcel/Address
Financial Reporting	Management
Ad Hoc Reporting	Computer-Aided Dispatch
Business Licensing	(CAD)
Applicant Tracking	Records Management
Human Resources	Mobile Computing
Employee Self-Service	Citizen Request Management
Benefits Tracking	GIS
Time & Attendance	Adjudication
Payroll	Citation Management

Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,500 projects for more than 500 local government agencies.

Local Presence and Practice Locations

ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes, the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



True Independence

ClientFirst believes in practicing **true independence**. We do not resell products nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at the lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the “20 Most Promising Government Technology Solution Providers”.



National Speakers

ClientFirst personnel has conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality



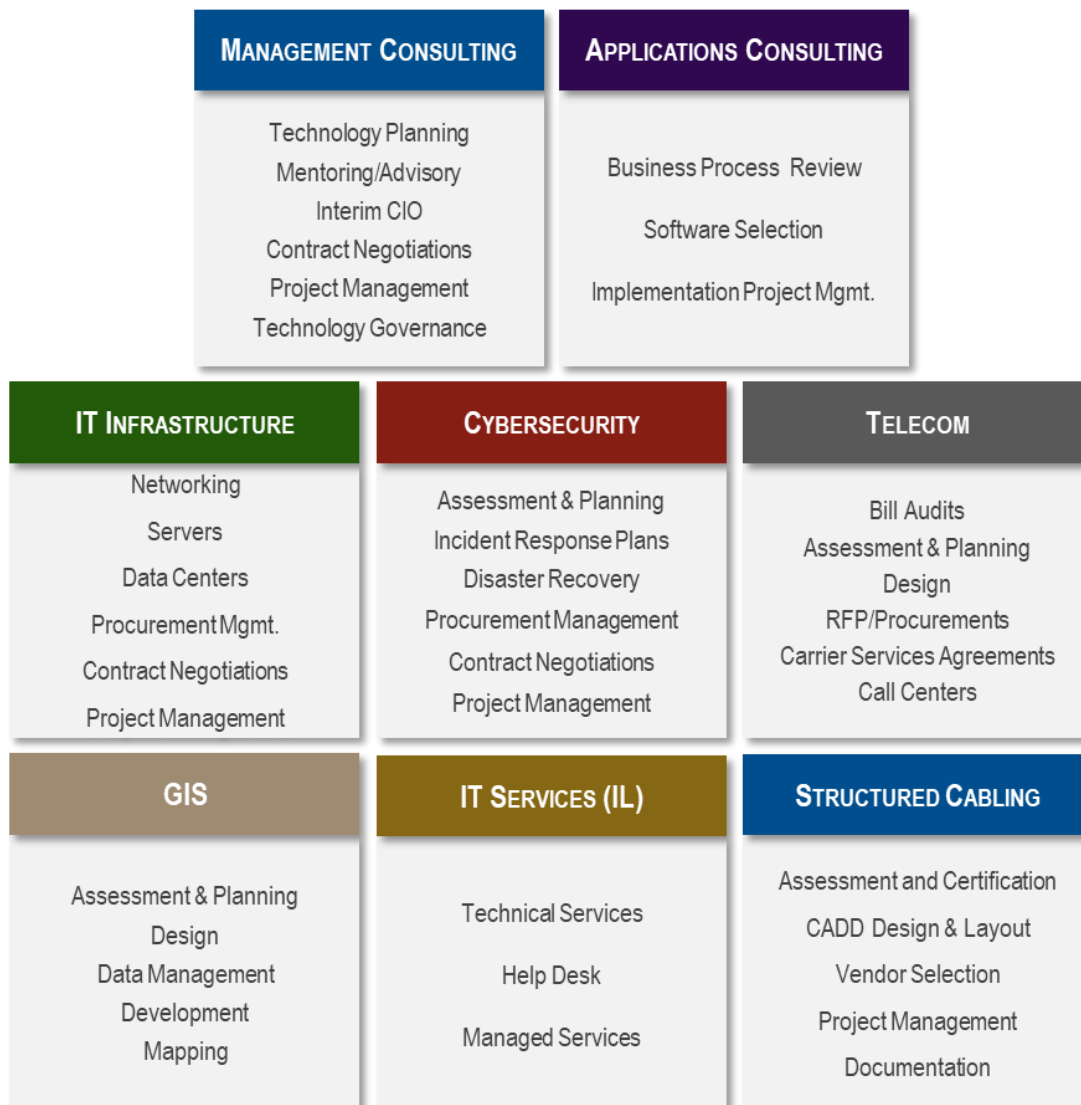
Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments** and have worked with over 500 agencies on over 3,500 projects. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever an agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

ClientFirst Integrated Technology Solutions Groups





Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

Kansas City of Shawnee	County of Yolo Town of Danville Town of Hillsborough Town of Truckee Town of Yucca Valley CA-NV American Water Works Association Castaic Lake Water Agency Castro Valley Sanitary District Cucamonga Valley Water District Glendale Water and Power Hayward Area Recreation and Park District Irvine Unified School District Jurupa Community Services District Livermore Area Recreation and Park District Midpeninsula Regional Open Space District Newhall County Water District Piedmont Police and Fire Ramona Municipal Water District Rincon del Diablo Municipal Water District Rosamond Community Services District San Bernardino Municipal Water San Mateo Fire District San Marino Unified School District Southern California Coastal Water Research Sweetwater Authority Walnut Valley Water District West County Wastewater District Western Municipal Water District Colton Joint Unified School District Irvine Unified School District Lake Elsinore Unified School District Menifee Unified School District Mesa Water District Mountain View School District Romoland School District West Covina Unified School District Ohlone Community College San Jose Community College University of California Berkeley University of California San Francisco UCSF Medical Center Stanislaus Council of Governments Mechoopda Indian Tribe	City of Fort Lauderdale City of Pompano Beach City of Port St. Lucie City of Riviera Beach Idaho City of Sandpoint Illinois City of Bloomington City of Champaign City of Countryside City of Crystal Lake City of Highland Park City of Joliet City of Lake Forest City of Moline City of Morton Grove City of Naperville City of Oakbrook Terrace City of Orland Park City of Prospect Heights City of Rockford City of Rock Island City of St. Charles City of Waukegan City of Wood Dale County of DuPage County County of Peoria County County of Sangamon County County of Winnebago County Village of Arlington Heights Village of Cary Village of Glencoe Village of Kenilworth Village of Lake Barrington Village of Libertyville Village of Lincolnwood Village of Matteson Village of Norridge Village of Northbrook Village of Northfield Village of Oak Brook Village of Oak Park Village of Oswego Village of Palos Park Village of River Forest Village of Riverside Village of Westmont Village of Wheeling DuPage County Health Dept. Batavia Public School District Central Community Unit School District 301 Champaign County Forest Preserve District Civitas Schools Community High School District 99 Community Unit High School District 205 Community Unit School District 300 Community Unit School District 308 Consolidated High School District 230 Consolidated School District Gower School District Hampton School District 29 Harlem School District 122 Harrison School District 36 Harvard Community Unit School District Harvey School District 152	Hinsdale Township High School District 86 Indian Prairie Community Unit School District 204 J. Sterling Morton High School District 201 Lake Zurich Community Unit School District 95 Mount Prospect School District 57 Naperville Community Unit School District 203 Naperville Park District Norridge Park District Oswego School District 308 Pace Suburban Bus Division Park Ridge Schools Port Byron Central School District Posen-Robbins SD 143.5 Prospect Heights School District Riverside Public School District 96 Rockford Public Library Rock River Water Reclamation District Sherrard Community Schools St. Charles School District Sunset Ridge School District Township High School District 214 Wheaton-Warrenville School District 200 Winnetka Public Schools District 36 Lake Forest College Lincolnwood Public Library Oak Park Library Oswego Library District Park District of Highland Park Indiana The University of Notre Dame Indianapolis Public Library Indianapolis Public Schools Iowa City of Ankeny City of Bettendorf City of Burlington City of Cedar Rapids City of New Hampton City of West Des Moines County of Johnson County of Linn State of Iowa Burlington Community School District Cedar Rapids Community School District Davenport School District Diocese of Davenport Catholic Schools Dubuque Community School District Knoxville Community School District Mason City School District North Scott School District Des Moines Area Community College Cedar Falls Utilities Michigan University of Michigan	Lake Superior State University Minnesota County of Anoka Nevada County of Nye Town of Pahump New York City of Batavia Village of Ossining North Carolina City of Burlington City of Gastonia City of High Point City of Kinston City of Mount Airy City of Salisbury Arc of Stanley County County of Buncombe County of Cabarrus County of Davie County of Orange St. Augustine College Wake Forest University Eastern Band of Cherokee Indians Salisbury Rowan Utilities Ohio County of Cuyahoga County of Montgomery South Dakota Rapid City Area Schools Texas City of Dallas City of Pflugerville City of University Park County of Denton Corpus Christi Fire Highland Park Police and Fire International Bank of Commerce River Oaks Country Club State Bank of Texas University of Texas Health Science Center Westwood Country Club Utah Washington County School District Virginia Commonwealth of Virginia City of Manassas Park Wisconsin City of Appleton City of Brookfield City of Eau Claire City of Wauwatosa City of West Allis County of Brown County of Kenosha County of Milwaukee County of Waukesha HIDTA Milwaukee Diocese of Madison Catholic Schools Madison School District Shorewood School District Whitnall School District West Allis School District
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Government Agency Case Studies

The following case studies are California agencies that ClientFirst has worked with to digitally transform their technology environments. These case studies began with Technology Master Planning. The cities' technology governance and commitment at all levels, including their city councils, has since resulted in significant digital transformation that has improved internal business department processes, management decision-making, transparency, citizen services, and citizen engagement. Also provided separately is a sample Information Technology Plan recently completed for another California municipality.



Mendocino County

Project Background

ClientFirst started with a County-wide Technology Master Plan and Roadmap to digitally transform the County and its operations. Other following projects have included:

- Technology Plan development and funding
- Technology Plan management and semi-annual plan updates in conjunction with mid-year and annual Board of Supervisors budget workshops
- Initial risk mitigation projects to increase resiliency of critical systems
- Emergency Operations Center redesign and refresh of EOC technology and equipment (Phase 1 & 2)
- Public Safety Cabling and Fiber Optic Improvements
- Public Safety and Radio Data Center Space Planning
- Detailed public safety county-wide radio assessment, cost analysis, and successful funding request
- Fiber Optic Systems Upgrades
- Procurement Business Process Review and Improvements
- Cannabis Permit and Licensing Process Improvements Efficiency Study
- Budgeting Process Improvements
- Point Arena Radio & Microwave Project Management (Improved Public Safety Radio Resiliency)
- County-Wide Radio and Broadband Upgrade Project Management
- Property Tax System Assessment and Project Restart
- Property Tax System Implementation Oversight
- Cannabis Permits & License Business Process Review and Improvements
- Cannabis E-Permitting
- Cybersecurity Roadmap and Board Presentation
- Network Upgrade RFP & Project Management Assistance
- IT Strategic Advisory Services
- IT staffing and staff roadmap to support digital transformation and Board goal of increased efficiency



Description of Services Performed and Outcomes

ClientFirst was initially engaged to develop a multi-year Technology Master Plan and Roadmap. The initial five-year plan is budgeted at over \$20 million. The initial assessment also uncovered several high-risk areas. County management placed the project on hold but immediately allocated \$605K to mitigate many of those high-risk items. ClientFirst provided oversight and project management services for the implementation of these risk mitigation measures. The Board appropriated \$1MM for Phase 1 projects and has subsequently appropriated over \$1MM every six months for additional project work. ClientFirst provides oversight for approximately twenty-five Technology Master Plan projects. ClientFirst is also managing the Master Plan budget and project portfolio, with project additions and subtractions based on Board and Executive Office priorities.

In addition to managing the Technology Master Plan, ClientFirst provides detailed project management and vendor selection assistance for a wide range of projects. Implementation assistance is provided to augment staff for critical or high-profile projects such as E-Permitting (now implemented for about 65% of permit types), Cannabis business process improvements, public safety and emergency operations projects, preparations and replacement of a fragile end-of-life tax system, and others.

Also, ClientFirst and Mendocino County jointly presented at the California Society of Municipal Finance Officers (CSMFO) on process improvements resulting from these digital transforming projects.



City of Piedmont

Project Background

ClientFirst started with a citywide Technology Master Plan and have continued to assist the City to digitally transform the City and City operations. Projects have included:

- Technology Plan development and successful funding
- Technology Plan management, annual plan updates, and Council updates on status of plan
- Fiber optic systems upgrades
- Ongoing Technology Governance Committee participation as their senior IT advisor
- CAD/RMS vendor strategy and roadmap upgrade
- Wide area network improvements
- Initial IoT wireless network deployment
- ERP software selection and business process improvements analysis
- ERP software implementation project management
- Land Management Assessment & Improvement Plan
- Ongoing Land Management process improvements
- Cloud computing strategy analysis
- Public Safety Verizon Private Cloud analysis, implementation, and resiliency
- Public Safety Scheduling and Time and Attendance Procurement Management
- Cybersecurity Incident Response
- Telecommunications System Design and Procurement Management
- Website constituent survey, redesign, and social media rollout
- Coordination of 5G cellular tower including Council briefings
- Cybersecurity improvement and roadmap, and Cybersecurity Council briefings
- Hyperconverged system selection and project oversight
- Ongoing IT Strategic Advisory services

Description of Services Performed and Outcomes

Digital transformation has been a key strategy of the City of Piedmont's Council. This was initiated with the selection of ClientFirst to develop a Technology Strategic Plan in conjunction with a Citizen Advisory Committee. Unsurprisingly, as a Bay Area community, the Citizen Advisory Committee has strong technologists, including the first US employee of Skype (now an "angel investor"). ClientFirst worked collaboratively with the Citizen Advisory Committee to develop and prioritize the Plan and then jointly presented the Plan and budget to Council. ClientFirst continues to oversee implementation of the plan as the City's technology advisor, presenting ongoing updates to Council.

ClientFirst is also the primary technology consultant for the City, assisting with the implementation of recommended initiatives, including best practices, departmental applications, smart technologies, civic engagement, IT infrastructure, day-to-day IT staffing and operations, cybersecurity, and communications.

Prior to the plan, the City's overall systems were largely siloed, legacy, and end-of-life. Some previously implemented systems were implemented in a manner that provided little opportunity to take advantage of the improved technology. Automation was limited, and resident services were mostly manual, with limited use of technology to automate business processes. Overuse of shadow systems and manual processes was still the norm.



City of Rancho Mirage

Project Background

ClientFirst started with a citywide Technology Master Plan. We also jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference. Also, see attached published article on the City's digital transformation efforts, *City of Rancho Mirage Published Digital Transformation Article*.

Other following projects have included:

- Technology Master Planning
- IT Organization Improvement Assistance
- Enterprise Software Needs Assessment
- ERP Selection and Contract Negotiations
- Audio Visual System Design, RFP, and Implementation Oversight
- Contract Management Process Review and Improvements
- Disaster Recovery Planning Services
- Cybersecurity Assessment and Risk Mitigation
- EDMS Needs Assessment Services
- Electronic Mail Implementation Consulting Services
- IT Management Mentoring and Advisory Services
- Wireless Network Design – Amphitheater, Library, Park Spaces
- Network Improvement Vendor Procurement
- Work Order/Asset Management Preliminary Assessment



Description of Services Performed and Outcomes

ClientFirst developed a Technology Master Plan to address City's desire to integrate and automate business applications in a secure manner. This project included working with ongoing City Council sub-committee. ClientFirst presented the Plan to Council, and Council approved funding of the plan in its entirety. ClientFirst worked with City staff to upgrade technology infrastructure, resident connectedness, and applications improvement and integration. The Master Plan also included a comprehensive analysis of the IT human resources to ensure the City had the resources to maintain existing technology, implement new technology projects, and maintain the environment that would be put in place as part of the implementation of the Technology Master Plan. A significant piece of the future IT organizational structure included an increase in business analyst talent to help implement and support critical enterprise applications.

ClientFirst assisted with the ERP system selection, which was concluded on time and within budget. Departmental assistance was also provided for the selection of a new Contract Administration system.

Technical assistance was provided for the development of a Disaster Recovery Plan. ClientFirst worked with Departments to develop a prioritized recovery plan that met the needs of the City.



City of Rancho Mirage Published Digital Transformation Article

ClientFirst has assisted the City of Rancho Mirage with various Technology Projects, starting with a citywide Technology Master Plan and Roadmap to digitally transform the City and its operations. The following article was published by the City to showcase these digital transformation improvements. ClientFirst also jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference.

R/ MINSIDER

Fall 2018 / Official publication of the City of RANCHO MIRAGE, California

Staying Connected

Rancho Mirage Moves Forward With Master IT Plan

by Jane Allan Corrigan



Technology — what would we do without it? Now deeply ingrained in our culture, it enables us to access information with a mere swipe or tap. It streamlines an infinite number of once onerous tasks. Still, in spite of the obvious advantages, many people would counter there's a definite yin-yang element to proceedings. As our dependency on technology only continues to increase, so does the specter of irretrievable data loss, not to mention the very real dangers of cybercrime. Never one to be left behind, the City of Rancho Mirage is committed to staying up-to-date with current technological advances. Yet it does so with mindful intent — the same way the City approaches every endeavor it undertakes. You can rest assured that with every technological step forward the City safeguards the preservation of the personal approach to customer service, never losing sight of the value of in-person communication.

Careful Planning



In 2015, the City of Rancho Mirage retained the services of a leading technology consulting group that specializes in government. A team of professionals came in and analyzed the state of technology in the City as a whole. Their focus included examining existing hardware and network infrastructure, applications, and business systems — all in a bid to improve information technology (IT) environments so they can better serve the needs of the City. The consultants identified, prioritized, and recommended projects the City should embark upon, and they consolidated all of their findings in a five-year IT Master Plan.

One phase of the five-year IT Master Plan destined to positively impact both City staff and residents is a new Enterprise Resource Planning (ERP) system. An ERP system aids the flow of internal business processes and allows for communication between City departments and its internal functions and data. The City of Rancho Mirage's current ERP system is 20 years old, and implementation of its new form is currently underway. The upgraded ERP system is ushering in upgrades like paperless invoicing guaranteed to significantly reduce processing time. Electronic timesheets will simplify matters for employees and the payroll department alike. Meanwhile, the City's permitting process will soon be streamlined. And citizens will be able to check a permit's status remotely and pay online.

Safe & Secure

While it is exciting to get on board with the latest technological advances, one of the City's primary concerns is keeping data secure. A significant portion of the five-year IT Master Plan centers around security systems and practices, including a disaster recovery plan designed to protect City systems and data. "We've implemented systems and multiple layers of security to protect ourselves as well as residents who share their data with us," says Jason Jaurigue, the City's Senior IT Manager. "We perform routine backup procedures so in the event something does happen, we always have a backup of our data that is secure. Additionally, everyone who works for the City has to be trained on security so it's a team effort to identify potential threats."

Government 2.0

These days it isn't enough to simply inform residents that City information is available to them. Some may be aware of the fact, others not, but the goal should always be to harness new technologies and share information in a creative way so the public can access it in whatever manner they choose. This is yet another tenet of the five-year IT Master Plan recommended for Rancho Mirage — one that will soon manifest itself in a freshly designed City website as well as the launch of a new City app! "A City app is another platform for us to communicate with our residents and visitors," City Manager Isaiah Hagerman says. "Some people may be signed up for our e-blasts, others may read the *R/M Insider* cover to cover. Some people may come to City Council meetings, others may watch RMTV. One of my goals moving forward is to always make sure we're communicating with our residents as effectively as possible."

The new City app aims to make information readily accessible to Rancho

Mirage residents. "We want an app that engages the citizen so they'll know what is going on in the community," Jaurigue says. "If there's an accident or construction ahead, we want to be able to alert the community. If they want to reach out to City Councilmembers, the app will provide contact information." The app will also share highlights of City Council meetings including links to charts and graphs to better illustrate Council decisions. Of course, the app will be a perfect vehicle to get the word out about events happening around the City — whether it's Art Affaire kicking off the season in November, upcoming concerts at the outdoor amphitheater, or the wide variety of programming available at the Rancho Mirage Library & Observatory. The new, user-friendly City app will keep everyone in the loop!



Delving Deeper

The five-year IT Master Plan includes an initiative to augment the City's Geographic Information System (GIS), or mapping software. A 2016 update to the City's General Plan included the development of a Public Web App which allows residents and staff to access parcel, property, and zoning information on a GIS-based tool. Its development was the first part of a long-term strategy to make GIS technology more accessible to the public. The GIS-based tool is housed on the City's website under the Planning department. "Residents can type in their property address, zoom down to their parcel, and examine a series of layers, such as zoning and flood plain information," explains Jeremy Gleim, the City's Development Services Director.

Ongoing GIS software enhancements will benefit both City staff and residents. The City will be able to consolidate several software programs into the GIS-based format, which will enhance productivity and efficiency. "Eventually we will have a fully integrated city-wide GIS program where people can apply for building permits and other kinds of permits online. They will even be able to submit project plans online. That is the direction we're headed. These technological improvements will create a more sustainable and streamlined workflow plus increased accessibility for residents," says Gleim.

Moving forward, the City will continue to expand GIS mapping capabilities and will add layers to the map as projects allow. For example, the new and broader GIS system will be able to indicate existing as well as proposed telecommunication fiber networks around the City. "We're investing in our infrastructure. We want to be able to show our citizens and businesses coming in — this is the current fiber network in Rancho Mirage, and these are the areas where we are planning on improving coverage," says Jaurigue. "It's all about customer service and streamlining the business process by providing whatever information is needed."

A Pledge

As the City strives to implement initiatives recommended in the five-year IT Master Plan, security systems and practices will always factor prominently in proceedings. The paper trail that was emblematic of old ways of doing business is giving way to a

cloud-based system. The City of Rancho Mirage is on board, considering it essential to embrace technological advances to support the work of the City and the needs of its citizens. Rest assured that as the City moves forward, it remains ever mindful of its responsibility to keep all data safe and secure.

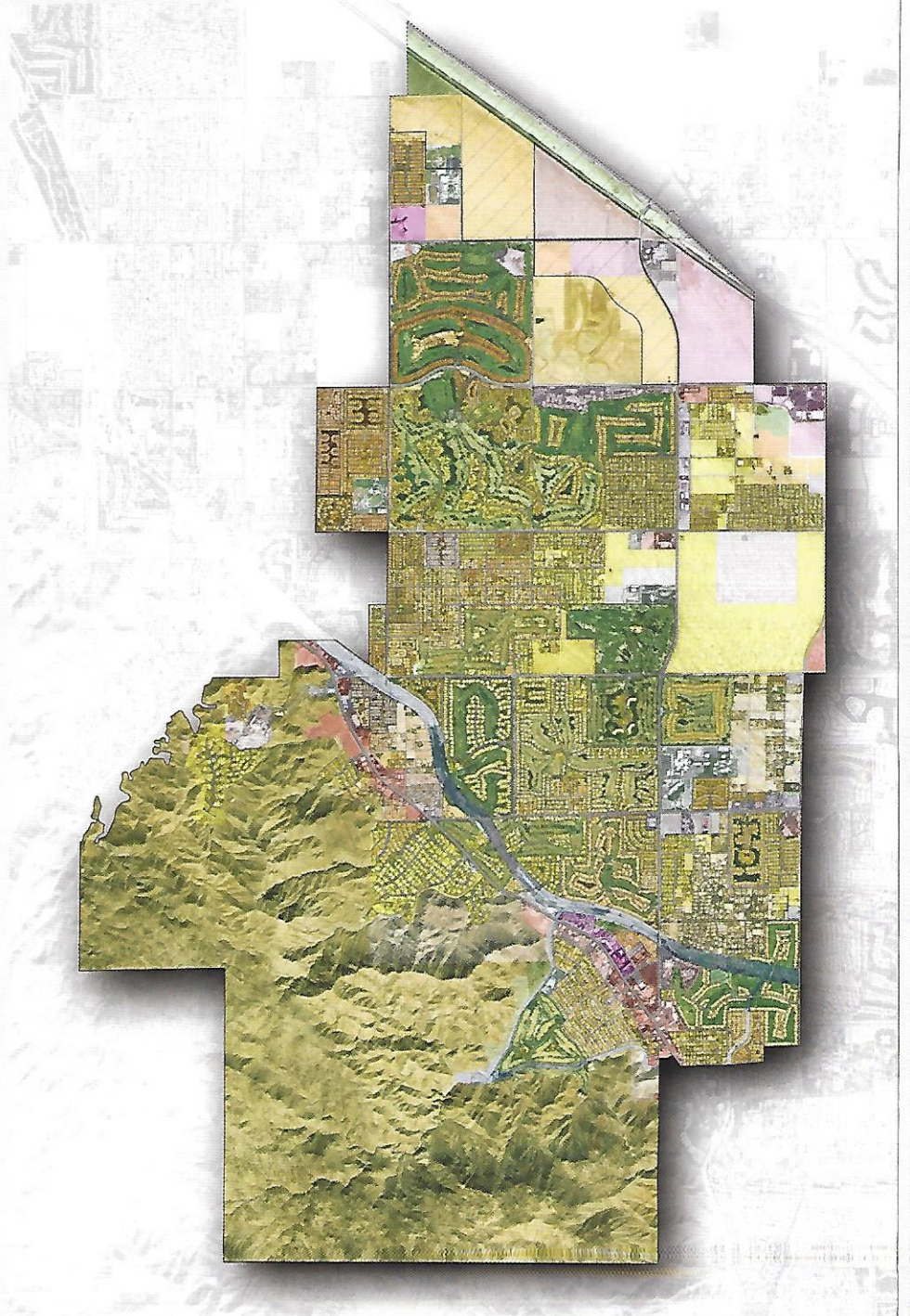


Image shows Rancho Mirage Land Use & Zoning Map, which is available on the City's new GIS-based web application.



Commission Action Report

Award 2024 Hazardous Sidewalk Program

Title: Award 2024 Hazardous Sidewalk Program

Agenda Date: March 6, 2024

Presented By: James Uberty, City Engineer

Background:

At 2:00 pm, Tuesday, February 28th, 2024, the City Engineer's Office publicly opened bids for the 2024 Hazardous Sidewalk Program. The bid received is used for setting unit prices for each individual project line item. Bid totals were achieved by multiplying these unit prices with our initial estimated quantities from the list of site work projected for the 2024 Hazardous Sidewalk program. The following is the totals for the bid received and the Engineer's Estimate.

CONTRACTOR	BASE BID
S.R. Coffman Construction	\$59,630.00
Engineer's Estimate	\$52,587.50

Discussion:

N/A

Financial considerations:

The 2024 Hazardous Sidewalk Program is budgeted \$100,000.00. Locations and quantities will be added throughout the year as property owners sign up for participation in the program. The program also allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit prices.

Recommended action:

Staff recommends awarding the contract to S.R. Coffman Construction and authorize the City Manager to sign agreement.

Attachments:

Bid tabulation.

**CITY OF EMPORIA, KS
BID TABULATION
FOR 2024 HAZARDOUS SIDEWALK PROJECT**

Bid Date and Time:
2:00 pm on 02/27/2024
at City Engineering

Quantity Base Bid	Units	Description	S.R. Coffman		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total
50	S.F.	4" SIDEWALK (0-100 SF)	\$20.00	\$1,000.00	\$10.00	\$500.00
1,800	S.F.	4" SIDEWALK (101-250 SF)	\$9.25	\$16,650.00	\$8.50	\$15,300.00
2,000	S.F.	4" SIDEWALK (251+ SF)	\$8.50	\$17,000.00	\$8.00	\$16,000.00
400	S.Y.	6" SIDEWALK	\$12.00	\$4,800.00	\$8.50	\$3,400.00
250	S.F.	6" REINF. SIDEWALK	\$12.00	\$3,000.00	\$9.75	\$2,437.50
50	Hr.	MISC. SITE WORK	\$70.00	\$3,500.00	\$50.00	\$2,500.00
60	L.F.	CURB & GUTTER R&R	\$68.00	\$4,080.00	\$60.00	\$3,600.00
20	S.Y.	HANDICAP RAMP (WARNING PANEL)	\$350.00	\$7,000.00	\$330.00	\$6,600.00
5	S.Y.	HANDICAP RAMP (NO PANEL)	\$280.00	\$1,400.00	\$260.00	\$1,300.00
100	L.F.	SAW CUTTING	\$12.00	\$1,200.00	\$9.50	\$950.00
TOTAL AMOUNT OF BASE BID:				<u>\$59,630.00</u>		<u>\$52,587.50</u>

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, February 21, 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.

Caron Daugherty, Flint Hills Technical College President, was in attendance to accept a proclamation declaring the month of February, 2024, has Career and Technical Education (CTE) by the Association for Career and Technical Education and supported by Flint Hills Technical College. She stated the CTE programming offers students the opportunity to gain the academic, technical, and employability skills necessary for true career readiness. Leaders from business and industry nationwide report increasing challenges relate to addressing the skills gap and connecting qualified professional with careers in critical and growing CTE related fields, such as advanced manufacturing cybersecurity, energy health care, information technology and transportation. She stated CTE programs with FHTC ensure that employers have access to a qualified and thriving workforce. She urged all citizens to become familiar with the services and benefits offered by the CTE programs at FHTC in this community and to support and participate in these programs to enhance their individual skills and productivity.

Mayor Giefer then presented the proclamation.

**SANITARY SEWER
(Increase in Sanitary Sewer Rates)
(Ordinance Number 24-04)**

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO SEWER RATES; AMENDING SECTION 28-144 SCHEDULE OF CHARGES, to which the City Clerk assigned Ordinance Number 24-04, was presented to the Governing Body for their consideration.

Janet Harrouff, Director of Finance, was recognized and addressed the Governing Body. She stated as previously discussed, the annual debt payment for the wastewater treatment plant started March 1, 2019. The reserves in the wastewater fund have been used to make the annual bond payment causing a steady decline in reserves. The standard debt service ratio is 1.25%. She stated in 2023 the debt service ratio in the wastewater fund was .48%. The low ratio indicates the rates are not sufficient to cover the debt service payments. Wastewater rates were increased in 2016, 2018, 2019, 2020 and 2021. She stated after discussions, various options were presented to the Commission and a 7.14% rate increase to the base and consumption rate is proposed by this ordinance. This increase equates to approximately \$3.00 more per month for an average water consumption of 5,000 gallons. She stated staff recommends approve of Ordinance Number 24-04 for a rate increase effective March 1, 2024.

Commissioner Brinkman stated she asked about reserve levels in other funds and would like additional information. The Solid Waste Fund continually grows, with the exception of one year, but is at a 57% reserve level, well over the 20% we need. Her question was if the fund continually grows over its reserves level and over our internal policy requirement, are those rates too high; should they be lowered; or why does the fund continually show a gain well over the 20%.

City Manager Cocking stated in the Solid Waste Fund there are two things to consider. The Recycling Contract expires in May, 2024, and we are still working on exactly what that investment looks like; and the other is two large projects that have been delayed for various reasons. One project is reflooring the existing transfer station and the second is separating the commercial and non-commercial trash drop off into separate locations. Currently, both are being dropped off in the same location which creates hazards for residential trash drop off.

Commissioner Brinkman stated the three funds, water, sewer, solid waste, work together and it doesn't seem like we are working them very well together. She stated she understood the increase and the need to service debt but an increase of 7.14% she would not be in favor of.

Commissioner Harter stated that he felt he had enough discussion about the proposed rate increase and did agree with Commissioner Brinkman about the 20% reserve level and try to keep the reserves at the level even if it means increases or decreases in rates.

City Manager Cocking stated there has been a strong growth of commercial waste which has contributed to the Solid Waste Fund reserve level.

Commissioner Brinkman asked if the at the end of the fiscal year did the city have the legal ability to move the funds over the 20% reserve level out and into a fund where we could put that money to work such as CIP. She asked for that to be considered.

Janet Harrouff stated rate increases were pushed back because reserves were there and reserves have been spent down over the last three years.

Following further discussion, Commissioner Smith made a motion to approve Ordinance Number 24-04, pertaining to sewer rates effective March 1, 2024 in the amount of 7.14%. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman, nay; and Mayor Giefer, aye.

CITY COMMISSION (Board Appointments)

EMPORIA PLANNING COMMISSION/BOARD OF ZONING APPEALS:

It was moved by Commissioner Sauder, seconded by Commissioner Smith, that Lillian Lingenfelter and Stan Fowler be appointed to the Emporia Planning Commission/Board of Zoning Appeals for 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.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 1-16-24)
(Application 2024-01 – Request of Thomas Felts, Felts Properties, LLC)
(Rezone Property Located at 612 E. 7th Avenue)

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).

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated 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). He stated the property has an existing house located on the west portion of the property with a large vacant area east of the house. He stated the proposed rezoning would allow the property owner options to use the vacant portion of the lot for residential uses. 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. At their January 16, 2024, regular meeting, the Planning Commission recommended approval of the rezoning with following findings: it was consistent with the Comprehensive Plan; the request conforms to the intent of the Zoning Regulations; and there would not be a negative impact on the existing neighborhood. The motion carried 4-2.

**PLANNING AND DEVELOPMENT
(Application 2024-01 – Request of Thomas Felts, Felts Properties, LLC)
(Rezone Property Located at 612 E. 7th Avenue)
(Ordinance Number 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, to which the City Clerk assigned Ordinance Number 24-05, was presented to the Governing Body for their consideration.

Commissioner Harter made a motion to approve Ordinance Number 24-05, an ordinance to rezone property located at 612 E. 7th Avenue from Single Family Detached to Single Family Attached. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Brinkman aye; Commissioner Smith, aye; and Mayor Giefer, aye.

ENGINEERING
(Award CCLIP-SP FY2024)
(US-50 Highway from Graphic Arts Road to Prairie Street)
(KDOT Project No. 56 U-2465-01 – Project No. PV2305)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the CCLIP FY2024 Surface Preservation US-50 Highway from Graphic Arts Road to Prairie Steet. The bids are as follows:

BID TABULATION FOR CCLIP SURFACE PRESERVATION

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

He stated Kansas Department of Transportation approved funding of the project and participates 90% to the City's share of 10% up to \$400,000.00 of participating costs, with the remaining funds provided by the Multi-Year Fund. He stated staff recommends awarding the project to Killough Construction for the bid amount of \$786,903.80.

Commissioner Smith made a motion to award the CCLIP Surface Preservation FY2024 US-50 Highway from Graphic Arts Road to Prairie Street, KDOT Project No. 56 U-2465-01 Project No. PV2305 to Killough Construction in the amount of \$786,903.80. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

CITY MANAGER'S REPORT (Financials & Building Permits)

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

The following is general information for the month of January 2024 for community:

1. Monthly Local Retail Sales Tax Receipts Update

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

2. City Share from County Tax

	2023	2024	Increase of \$2,918.53 for the month, and
	\$ 265,044.38	\$ 267,962.91	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

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on February 7, 2024.
- b. KAW Valley Engineering Agreement for Design Service of RCB Box Bridge in 6th Avenue near Overlander Road.

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 MARCH 6, 2024, MEETING.

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

Study Session:

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

**CITY COMMISSION
(Public Comment)**

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

EXECUTIVE SESSION

Commissioner 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 11:39 a.m. and invite Tayler Wash, Director of Special Projects and Jim Ubert, City Engineer. 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 11:39 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 no action was taken.

Commissioner Harter made a motion to recess the meeting until 11:55 a.m. to Conference Room 1AB. Commissioner Sauder seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder aye; Commissioner Brinkman, aye. Commissioner Smith; and Mayor Giefer, aye.

The following items were discussed at Study Session:

1. Year-End Financial Report.
2. Discuss Burning of Leaves.
3. Petition Process/Quaker Park Discussion.
4. Review Neighborhood Revitalization Area Map Update.
5. Discuss Proposed Update to Weeds and Grass Ordinance.
6. KDHE MS4 NPDES Permit Discussion.
7. Review Civic Leadership Institute Proposal.

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

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Advanced Metering Infrastructure Gateway Installation

Title: Advanced Metering Infrastructure Gateway Installation

Agenda Date: March 6, 2024

Presented By: Dean Grant, Director of Public Works

Background:

Staff is working to install the Advanced Metering Infrastructure (AMI) system purchased from Neptune. A part of this system are the gateways need to collect the reading and usage information. These systems will need to be installed on the top of Warren Way and 12th Avenue elevated storage tanks, the emergency communications tower on Hatcher Street, and the tower at Dryer Park.

Discussion:

The Emporia Police Department allows only Hayden Towers to work on their communications infrastructure equipment, Hatcher Street and Dryer Park towers. Therefore, we will have to utilize Hayden to install the gateways on the two (2) police towers, and staff is requesting that Hayden Towers be used to install the equipment on Warren Way and 12th Avenue elevated tanks to avoid using two different companies on the 4 sites.

Financial Considerations:

The estimated cost for the installation of the 2 gateways of the elevated storage tanks is estimated to be \$22,050.00, and the installation on both police department towers is estimated to cost \$25,120.00. The total cost for installation of all 4 gateways is estimated to be \$47,170.00. This expense is part of the \$5,000,000.00 bonded for the project.

Recommended Action:

Approve the installation of the Advanced Metering Infrastructure gateways by Haden Towers.

Attachments:

Hayden Towers Estimate



PROPOSAL
Emporia Public Works -

2836 NW Hwy 24, Topeka, KS, 66618
PH: 785-232-1840
FAX: 785-232-1877
www.haydentower.com

We are pleased to quote the following items on the project mentioned above.

AMI Antenna project

The pricing includes the following items:

This is a preliminary estimate of the project cost, and does not represent the actual total cost that will be invoiced.

Warren Way & 12th ave estimated cost to complete: \$22,050.00

Hatcher and Dryer Park Towers estimated cost to complete: \$25,120.00

TOTAL QUOTATION: \$ 47,170.00

The above price DOES NOT include the following items:

Estimate does not include extra work discussed by Scott during meeting on 2/20/2024 for Dryer Park Tower.

Unless otherwise specified, this quotation is valid for thirty (30) days. UNO, this quote does not include sales tax, permit or freight fees, if applicable. HTSI is not responsible for damage to material transported by others. If this quote is acceptable, please issue a Purchase Order in the amount specified above on company letterhead.



Commission Action Report

Ordinance 24-06 Providing for the Acquisition by Eminent Domain of Certain Private Property, Easements, and Rights-of-Way Therein for the Purposes of Highway, Utility, and Drainage Improvements

Title: Ordinance 24-06 Providing for the Acquisition by Eminent Domain of Certain Private Property, Easements, and Rights-of-Way Therein for the Purposes of Highway, Utility, and Drainage Improvements

Agenda Date: March 1, 2023

Presented By: Christina Montgomery, City Attorney

Background:

Kansas statutes grant cities the authority to acquire interest in real property for public purposes through condemnation. K.S.A. 26-201 sets forth the condemnation procedure for cities to follow which includes a resolution, survey, and ordinance prior to filing a petition in district court.

Discussion:

Ordinance 24-06 declares it to be a public necessity to acquire easements by eminent domain proceedings for right-of-way, permanent drainage easement, permanent utility easement, and sanitary sewer easement in connection with the Kretsinger housing development project; and authorizes the City Attorney to commence eminent domain proceedings in Lyon County District Court.

Financial considerations:

The City will be pay the cost of publication of the ordinance, district court filing fees, and property acquisition fees.

Recommended action:

Approve Ordinance 24-06 Providing for the Acquisition by Eminent Domain of Certain Private Property, Easements, and Rights-of-Way Therein for the Purposes of Highway, Utility, and Drainage Improvements.

Attachments:

Ordinance 24-06 Providing for the Acquisition by Eminent Domain of Certain Private Property, Easements, and Rights-of-Way Therein for the Purposes of Highway, Utility, and Drainage Improvements

ORDINANCE NO. 24-06

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS, AND RIGHTS-OF-WAY THEREIN FOR THE PURPOSES OF HIGHWAY, UTILITY, AND DRAINAGE IMPROVEMENTS IN LYON COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF LYON COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

Section 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of highway, utility, and drainage improvements in Lyon County, Kansas, the lands and easements hereinafter described.

Section 2. Permanent drainage easement, including access control, for the public use, as herein described in the following tracts of land situated in Lyon County, Kansas, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 S. 01°28'57" E. 1174.70 FEET TO THE POINT OF BEGINNING; THENCE S. 65°33'20" E. 100.00 FEET; THENCE S. 01°28'57" E. 33.36 FEET; THENCE N. 65°33'20" W. 100.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 N. 01°28'57" W. 33.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES

Section 3. Permanent utility easement, including access control, for the public use, as herein described in the following tracts of land situated in Lyon County, Kansas, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., IN THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 WESTERLY 1083 TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF A

TRACT OF LAND CONVEYED TO THE LYON COUNTY HISTORICAL SOCIETY AND MUSEUM (LCHSM) AS DESCRIBED CASE NO. 94 P 90 IN THE DISTRICT COURT OF LYON COUNTY, KANSAS; THENCE ALONG THE EAST LINE OF SAID LCHSM TRACT

SOUTHERLY 1350 FEET TO THE SOUTHEAST CORNER OF SAID LCHSM TRACT; THENCE ALONG THE SOUTH LINE OF SAID LCHSM TRACT

WESTERLY 15 FEET; THENCE PARALLEL WITH AND 15 FEET WEST OF THE EAST LINE OF SAID LCHSM TRACT

NORTHERLY 1350 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

EASTERLY 15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.46 ACRES

Section 4. Right-of-way easement, including access control, for the public use, as herein described in the following tracts of land situation Lyon County, Kansas, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6th P.M., IN THE CITY OF EMPORIA, LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

WESTERLY 1078 FEET TO THE POINT OF BEGINNING BEING A NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF EMPORIA AS DESCRIBED ON PAGE 449 IN MISC BOOK 150 IN THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG A WEST LINE OF SAID CITY OF EMPORIA TRACT

SOUTHERLY 1360.8 FEET; THENCE ALONG A NORTHERLY LINE OF SAID CITY OF EMPORIA TRACT

WESTERLY 728 FEET TO A POINT 1360.8 FEET SOUTH OF AND 1806 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 22; THENCE

NORTHERLY 5.8 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE JOHN D. KRETSINGER AND CLAUDIA V. KRETSINGER REVOCABLE TRUST AS DESCRIBED ON DOCUMENT # 2013-00759 IN THE LYON COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID KRETSINGER TRUST TRACT

EASTERLY 156 FEET TO THE SOUTHEAST CORNER OF SAID KRETSINGER TRUST TRACT; THENCE ALONG THE EAST LINE OF THE KRETSINGER TRUST TRACT

NORTHERLY 5 FEET TO A POINT 1350 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, BEING ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO THE LYON COUNTY HISTORICAL SOCIETY AND MUSEUM (LCHSM) AS DESCRIBED ON CASE NO. 94 P 90 IN THE DISTRICT COURT OF

LYON COUNTY, KANSAS; THENCE ALONG THE SOUTHERLY LINE OF SAID LCHSM TRACT

EASTERLY 567 FEET TO THE SOUTHEAST CORNER OF SAID LCHSM TRACT; THENCE ALONG THE EASTERLY LINE OF SAID LCHSM TRACT

NORTHERLY 1350 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

EASTERLY 5 FEET TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES

Section 5. Sanitary sewer easement, including access control, for the public use, as herein described in the following tracts of land situated in Lyon County, Kansas, to-wit:

10 FEET ON EACH SIDE OF A LINE LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, ON SEPTEMBER 27, 2023, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

S. 88°52'31" W. 594.00 FEET; THENCE

S. 01°07'29" E. 1403.63 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IGNITE EMPORIA LLC AS DESCRIBED ON DOCUMENT 2023-00730 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE

S. 13°30'11" W. 467.40 FEET; THENCE

S. 13°29'37" E. 40.00 FEET TO THE POINT OF TERMINATION, CONTAINING 0.23 ACRES

Section 6. Temporary construction easement, including access control, for the public use, as herein described in the following tracts of land situated in Lyon County, Kansas, to-wit:

7.5 FEET ON EACH SIDE OF A LINE LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, PS 1708, ON SEPTEMBER 27, 2023, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22

S. 88°52'31" W. 612.09 FEET; THENCE

S. 01°07'29" E. 1403.63 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IGNITE EMPORIA LLC AS DESCRIBED ON DOCUMENT 2023-00730 AT THE LYON COUNTY REGISTER OF DEEDS; THENCE

S. 13°30'11" W. 467.04 FEET; THENCE

S. 13°29'37" E. 44.20 FEET TO THE POINT OF TERMINATION, CONTAINING 0.18 ACRES

Section 7. This ordinance is adopted by authority of and under the home rule provisions of Article 12, Section 5 of the Kansas Constitution, and pursuant to K.S.A. 12-101, 12-601, 12-631v, 12-635, and 13-443.

Section 8. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Lyon County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

Section 9. That the costs of said acquisition when ascertained shall be paid from the funds appropriated for that purpose by the City of Emporia, Kansas.

Section 10. That this ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper.

PASSED AND APPROVED this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Land & Water Conservation Fund

Title: 2024 Annual Operation & Maintenance Assurance Statement of Land & Water Conservation Fund

Agenda Date: March 6, 2024

Presented By: Kevin Hanlin, Director of Public Lands and Facilities

Background:

The City of Emporia has worked with the Kansas Department of Wildlife, Parks, and Tourism for several projects, which include projects in Jones Recreation Park, David Traylor Zoo, and C of E Park. The approval of this agreement is required on an annual basis.

Discussion:

The City of Emporia commenced working with the KS Department of Wildlife back in the 1970s to assist in developing our park systems. This annual statement assures the City of Emporia will keep these items listed in the AOMAS for outdoor recreation purposes by maintaining the project areas and not converting them to any other uses without the review and approval of the KS Department of Wildlife and the National Park Service.

Financial considerations:

No city funds are required.

Recommended action:

Approve and sign the 2024 Annual Operation and Maintenance Assurance Statement (AOMAS) with the Kansas Department of Wildlife, Parks and Tourism.

Attachments:

2024 AOMAS

KANSAS DEPARTMENT OF WILDLIFE AND PARKS
512 SE 25th AVENUE
PRATT, KS 67124

2024 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT
Land & Water Conservation Fund (LWCF)

Whereas, **City of Emporia** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

<u>NPS Project No.</u>	<u>Project Title</u>
20-00162	Jones Recreation Park
20-00632	Concession/Restroom Development
20-00657	D/C of E Park Improvement

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files.

City of Emporia
Project Sponsor

** I certify that I have the authority to sign for this project sponsor **

Date: _____

Signature: _____

Printed Name: _____

Title: _____



Commission Action Report

Ordinance 24-08 Authorizing a Beer Garden for Town Royal St. Patrick's Day Celebration

Title: Ordinance 24-08 Authorizing a Beer Garden for Town Royal St. Patrick's Day Celebration

Agenda Date: March 6, 2024

Presented By: Christina Montgomery, City Attorney

Background:

Town Royal regularly hosts a beer garden to sell and serve enhanced cereal malt beverages and alcohol in connection with the St. Patrick's Day Celebration. Town Royal is requesting permission to host a beer garden on March 16, 2024, from 10:00 a.m. to 12:00 a.m. in the parking lot next to Town Royal at 405 Commercial Street and Fourth Avenue south of the parking lot. This location is depicted on the attached map.

Discussion:

The proposed ordinance will temporarily exempt the parking lot, sidewalk, and street in the requested area from the standard prohibition on the sale and consumption of alcoholic beverages. The ordinance requires the boundary of the beer garden to be delineated in a manner and location approved by the Chief of Police. Town Royal will be required to meet city and state requirements for alcohol sales. No one under the age of 21 may possess or consume alcohol within the beer garden, and no alcohol may be consumed in vehicles while on the street at the event.

Financial considerations:

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

Recommended action:

Approve Ordinance 24-08 Authorizing a Beer Garden for Town Royal St. Patrick's Day Celebration

Attachments:

Ordinance 24-08 Authorizing a Beer Garden for Town Royal St. Patrick's Day Celebration
Beer Garden Map

ORDINANCE NO. 24-08

AN ORDINANCE EXEMPTING THE PARKING LOT SOUTH OF 405 COMMERCIAL STREET AND FOURTH AVENUE BETWEEN COMMERCIAL STREET AND THE ALLEY WEST OF COMMERCIAL STREET IN THE CITY OF EMPORIA, KANSAS, FROM THE PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES.

WHEREAS, Town Royal requests an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor on the parking lot south of Town Royal, 405 Commercial Street, and 4th Avenue between Commercial Street and the alley west of Commercial Street; Emporia, Kansas, in connection with the operation of a temporary beer garden for the St. Patrick's Day celebration on March 16, 2024.

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

SECTION 1. Pursuant to K.S.A. 2009 SUPP. 41-719(d), as amended, and City Code Sec. 14-102 governing beer gardens; the Governing Body exempts the parking lot south Town Royal, 405 Commercial Street, and 4th Avenue between Commercial Street and the alley west of Commercial Street from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being consumed in conjunction with the St. Patrick's Day celebration between 10:00 a.m. and 12:00 a.m. on March 16, 2024, as authorized by the City Manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all the requirements for obtaining an extension of premises for sale of alcoholic beverages by the city and the state.

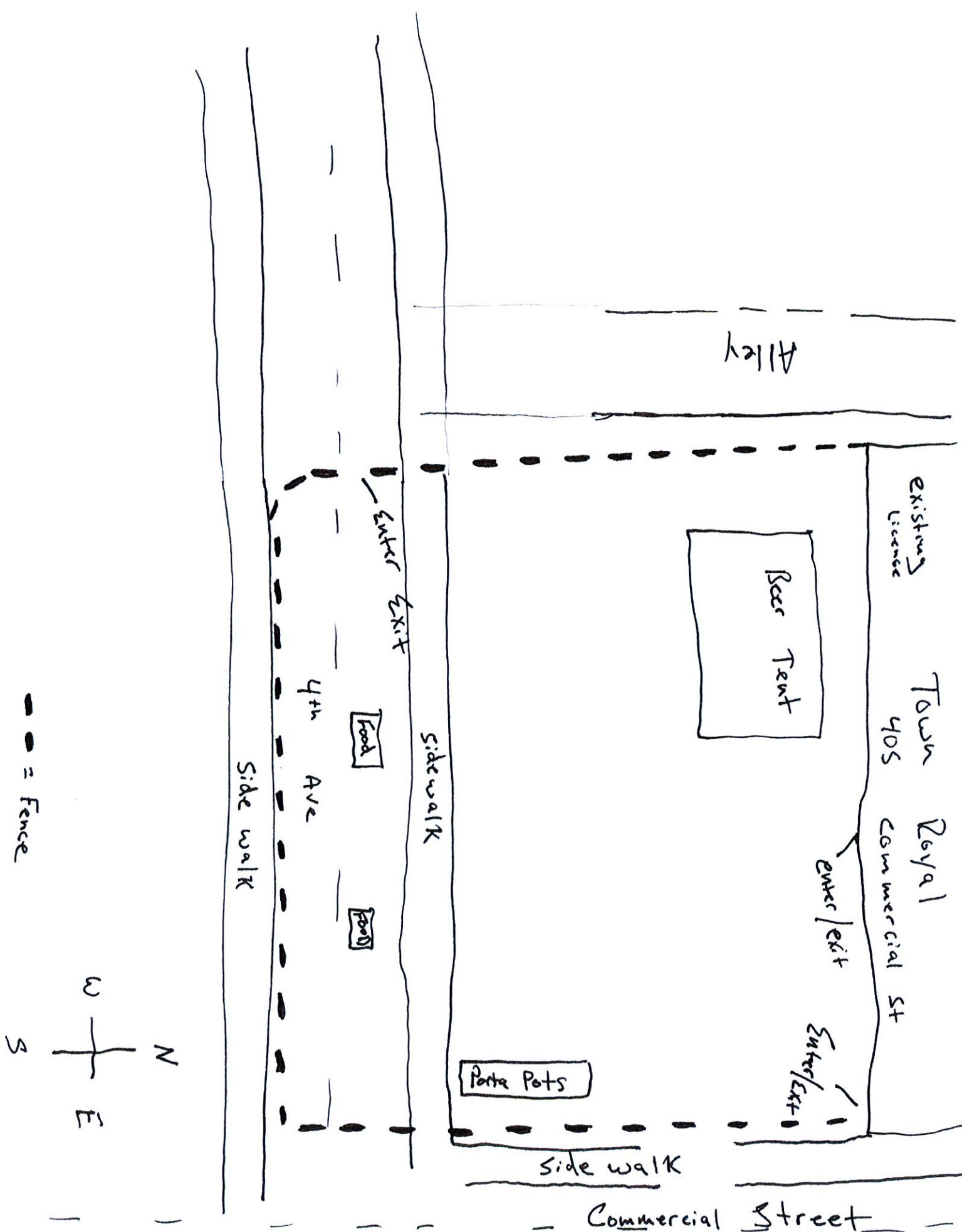
SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 6th day of March 2024.

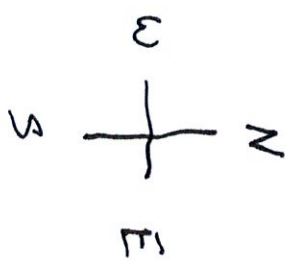
Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



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Commission Action Report

Emergency Solutions Grant

Title: Approve Emergency Solutions Grant Agency Agreements

Agenda Date: March 6th, 2024

Presented By: Jeff Lynch, Community Development Coordinator

Background:

Two local agencies, Bloom House Youth Services, Inc. and S.O.S., Inc., provide assistance locally to people who are homeless or at risk of being homeless and have applied for, and have been awarded, this funding to assist them with their efforts. This funding will provide emergency shelter, food and need essential services such as case management, life skills training, counseling, and assistance in obtaining permanent housing.

Discussion:

The City has administered this type of assistance for many years, which provides financial assistance to our local homeless service agencies. The City fulfills the role of a pass-thru recipient, and qualifies for some administrative funding to offset the costs of staff and materials. The funding source is HUD, and funds are allocated statewide by the Kansas Housing Resources Corporation.

Financial considerations:

No city funds are required.

Recommended action:

Recommend approval, and authorizing the Mayor to execute agreements with both agencies.

Attachments:

Agency Grant Agreements

GRANT AGREEMENT
City of Emporia
&
Homeless Assistance Agency

I. GRANT AGREEMENT

- a. This grant agreement, hereinafter called, "Agreement," is between City of Emporia, Kansas, hereinafter referred to as "Sub Recipient" or as "City" and Bloom House Youth Services, hereinafter referred to as "Sub Awardee."
- b. The entire Agreement between the City and Sub Awardee shall encompass all rules and regulations of the Kansas Emergency Solutions Grant (ESG) Program as required by the Kansas Housing Resources Corporation.

II. AUTHORITY

- a. This Agreement is financed through a grant provided to the City by the Kansas Housing Resources Corporation through the Kansas Emergency Solutions Grant (ESG) Program.
- b. In the event of any changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulation so amended.

III. DESCRIPTION OF ACTIVITIES

- a. The Sub Awardee agrees to perform, or cause to be performed, the work specified in the "Budget Itemization;" which is set forth in Exhibit A hereto, which by reference is incorporated herein and made a part hereof as if copied in length).

IV. PERIOD OF PERFORMANCE AND COMMITMENT

- a. The period of performance for all activities assisted by this Agreement shall commence in during the current fiscal grant year as directed in the original contract/application.

V. COMPENSATION

- a. In consideration of the Sub Awardee's satisfactory performance of the work required under this Agreement and the Sub Awardee's compliance with the terms of this Agreement, the City shall provide the Sub Awardee \$14,230.00 in Emergency Solutions Grant funds. These funds shall be used by the Sub Awardee in accordance with the Emergency Solutions Grant Guidelines. An additional amount up to **\$689.19** in funding shall be received by the City for administration.
- b. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of \$14,230.00. Any additional funds required to complete the program activities set forth in the Agreement will be the responsibility of the Sub Awardee.
- c. The Sub Awardee understands that this Agreement is funded in whole by Federal funds. In the unlikely event the Federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Sub Awardee from other local avenues.
- d. The Sub Awardee shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the City to expend funds beyond the termination of this Agreement.
- e. No income shall be derived from the Grant.

VI. INDEMNIFICATION

- a. The Sub Awardee shall indemnify, defend, and hold harmless City of Emporia, Kansas and its officers and employees from any liabilities, claims, suits, judgments, and/or damages arising as a result of negligence, omission or failure of performance of the obligations, terms and conditions under this Agreement by the Sub Recipient or any contractor, subcontractor or persons. The liability of the Sub Awardee under this

Agreement shall continue after the termination of the Agreement with respect of any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. OBLIGATIONS OF THE SUBRECIPIENT

- a. All of the activities required by this Agreement shall be performed by personnel of the Sub Awardee or by third parties (contractors or subcontractors) under the direct supervision of the Sub Awardee and in accordance with the terms of written contracts.
- b. The Sub Awardee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding a designation of any third party or parties for the undertaking of part of all of the program(s) being assisted under this Grant.
- c. Special Conditions: The specific provisions found in the "Contractual Provisions Attachment" form DA-146a (which set forth in Exhibit B hereto, which by reference is incorporated herein and made a part hereof as copied in length).
- d. If the Sub Awardee is primarily a religious organization, the organization shall comply with 24 CFR 576.23 (which is set forth in Exhibit C hereto, which by reference is incorporated herein and made a part hereof as copied in length).
- e. The terms of the Sub Awardee's Grant award, the required local match, and the Sub Recipient's expenditure of Grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR part 85.
- f. The Sub Awardee under this Grant award shall acknowledge support to the Kansas Housing Resources Corporation and the City in all public relations materials describing local Emergency Solutions Grant activities.

VIII. DRAWDOWN OF GRANT FUNDS

- a. The Sub Awardee requests for Grant funds shall be only for reimbursement of activities, as specifically agreed to in the "Budget Itemization" received by the City.
- b. The Sub Awardee shall submit the Recipient Request for Reimbursement and Financial Status Report to the City by the 10th day of the month for the prior month, whether or not expenditures were incurred, to allow the City to comply with State reporting requirements. Proper documentation of all expenditures must be supplied by the Sub recipient, as well as certification that all expenditures are qualified and have, or will be used, in accordance with all program rules, and State and Federal regulations.
- c. The City shall review all programs costs incurred by the Sub Awardee. Upon such review, the City shall disallow any items of expense that are determined to not be allowable or that are determine to be in excess of the approved expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Sub Awardee of any such disallowance.
- d. The City will reimburse funds to the Sub Awardee only after receipt of funds from the State.
- e. Any and all penalties or repayment of funds made by the City back to the Kansas Housing Resources Corporation, or other, shall be reimbursed by the Sub Awardee to the City.

IX. FINANCIAL MANAGEMENT

- a. Sub Awardee shall establish and maintain a system that assures effective control over and accountability for all funds used in the Kansas Emergency Solutions Grant (ESG) Program.
- b. Sub Awardee shall certify to the City that the financial system proposed for use shall meet the following standards:
 - i. Provisions are accurate, current, and complete disclosure of the financial status of the Kansas Emergency Solutions Grant (ESG) Program.
 - ii. Establishment of records, budgets, and expenditures for each approved activity.
 - iii. Compliance with OMB Circular A-133 (Program Audits of Sub Recipient's Who Receive Federal Assistance).

- c. Sub Awardee shall designate a person within the agency who is responsible for assuring all program expenditures are properly utilized and documented, and said person shall produce any and all financial records for the Grantee in a timely manner upon request.

X. MONITORING AND REPORTING

- a. The Sub Awardee shall monitor the activities of the Kansas Emergency Solutions Grant (ESG) Program to assure that all program requirements are being met.
- b. The Sub Awardee shall submit an annual audit or review of financial statements by a professional third party accountant/accounting firm, including an annual review of financial policies and procedures and any other reports required under the terms of the Grant. All documents and data may be submitted to Kansas Housing Resources Corporation by following the method as directed by the Kansas Housing Resources Corporation.
- c. From time to time, as requested in writing by the City, the Sub Awardee shall submit data and other information as the City may require.
- d. Failure to provide such report as required above, or to respond to requests for the data or information in a timely manner, shall be grounds for suspension or termination of the Grant at the discretion of the City.

XI. PROGRAM CLOSEOUT

- a. Program closeout is the process by which the City determines that all applicable actions and all required work of the program, including audit and resolution of audit findings, have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from the City monitoring visits must be remedied prior to closeout.
- b. Program closeout will occur when all Sub Recipient projects are closed, when audits for the appropriate time periods, if applicable, have been conducted and the audit reports have been submitted to the City.

XII. RETENTION OF ACCESS OF RECORDS

- a. The Sub Awardee shall keep and maintain at minimum the following documents: financial records, supporting documents, statistical records, and all other records pertinent to this project, that demonstrates the project meets the requirements set forth in the funded application.
- b. Sub Awardee shall maintain program and fiscal records, and retain such records for a minimum of 4 (four) years (24 CFR 576.65a) after completion of the City's Final Report to the State or until completion of the State's Audit Report.
- c. Authorized representatives of the City, Kansas Housing Resources Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States or the U.S. General Accounting Office shall have access to all books, records, accounts, reports, files, papers or property belonging to, or in use by, the Sub Awardee pertaining to the administration of the Grant and the receipt of assistance under the Kansas Emergency Solutions Grant (ESG) Program as may be necessary to make audits, examination, excerpts, and transcripts.
- d. Neither party to this Agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101 et seq. to any records, documents or other information confident or otherwise regarding the execution and/or performance of this Agreement.

XIII. AUDIT REQUIREMENTS

- a. The Sub Awardee shall arrange for the performance of annual financial/compliance audits of their organization. An independent qualified auditor must perform all audits.
- b. Sub Awardee is required to submit one copy of a fiscal year audit report covering the program. The audit report shall be sent within 30 (thirty) days after the completion of the audit, but no later than one (1) year after the end of the audit period unless agreed to by the City.

XIV. TERMINATION FOR CONVENIENCE

- a. The City or Sub Awardee may terminate the Grant in whole, or in part, when both parties agree that the continuation of the program would NOT produce beneficial results that commensurate with further expenditure of funds.

- b. The two (2) parties shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.
- c. If the project is terminated before its completion, an amount equal to the Emergency Solutions Grant (ESG) disbursement for the project must be paid by the Sub Awardee to the City. Such funds are due within 30 (thirty) days of the project cancellation.

XV. SUSPENSION OR TERMINATION FOR CAUSE

- a. The City may suspend the Grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Sub Awardee, withhold further payments or prohibit the Sub Awardee from incurring additional obligations of the Grant funds when it is determined that the Sub Awardee failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Sub Awardee or a decision by the City to terminate the Grant.
- b. The City, after reasonable notice, may terminate the Grant, in whole or in part, at any time during the Grant period when it is determined that the Sub Awardee has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Sub Awardee in writing, of the determination and the reasons for the termination, together with the effective date.

XVI. CONFLICT OF INTEREST

- a. No member of the Governing Body, officer or employee of the Sub Awardee, or its designee or agents, or any person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant (ESG) assisted by the Agreement during his/her tenure for 1 (one) year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- b. The Sub Awardee shall incorporate or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this section.
- c. The Sub Awardee shall not employ for wages nor shall permit any third party to employ an employee of the City without prior consent from an authorized City representative/agent.

XVII. EQUAL OPPORTUNITY

- a. Sub Awardee shall conduct and administer the Grant in conformity with Title VI of the Civil Rights Act of 1964 (42USC2000d et seq., as amended), the Fair Housing Act (42 USC 3601-20), Age Discrimination Act of 1975 (42 USC 6107-07), and Section 504 of Rehabilitation Act of 1973 (29USC794) and will affirmatively further fair housing.

XVIII. REVISIONS AND AMENDMENT AND APPROVALS

- a. The Sub Awardee shall notify the City if, through the use of other funds, there is an intention to expend, enhance or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The City reserves the right to require an amendment to this Agreement if such is deemed necessary.
- b. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbers, and signed by the City of Emporia Community Services Officer or duly authorized representative of the City.

ACCPETED BY:

Homeless Assistance

Agency

Signature of Authorized Agent

Date Signed

City of Emporia

Signature of Authorized Agent

Date Signed

GRANT AGREEMENT
City of Emporia
&
Homeless Assistance Agency

I. GRANT AGREEMENT

- a. This grant agreement, hereinafter called, "Agreement," is between City of Emporia, Kansas, hereinafter referred to as "Sub Recipient" or as "City" and S.O.S, Inc., hereinafter referred to as "Sub Awardee."
- b. The entire Agreement between the City and Sub Awardee shall encompass all rules and regulations of the Kansas Emergency Solutions Grant (ESG) Program as required by the Kansas Housing Resources Corporation.

II. AUTHORITY

- a. This Agreement is financed through a grant provided to the City by the Kansas Housing Resources Corporation through the Kansas Emergency Solutions Grant (ESG) Program.
- b. In the event of any changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulation so amended.

III. DESCRIPTION OF ACTIVITIES

- a. The Sub Awardee agrees to perform, or cause to be performed, the work specified in the "Budget Itemization;" which is set forth in Exhibit A hereto, which by reference is incorporated herein and made a part hereof as if copied in length).

IV. PERIOD OF PERFORMANCE AND COMMITMENT

- a. The period of performance for all activities assisted by this Agreement shall commence in during the current fiscal grant year as directed in the original contract/application.

V. COMPENSATION

- a. In consideration of the Sub Awardee's satisfactory performance of the work required under this Agreement and the Sub Awardee's compliance with the terms of this Agreement, the City shall provide the Sub Awardee \$11,270.00 in Emergency Solutions Grant funds. These funds shall be used by the Sub Awardee in accordance with the Emergency Solutions Grant Guidelines. An additional amount up to \$689.19 in funding shall be received by the City for administration.
- b. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of \$11,270.00. Any additional funds required to complete the program activities set forth in the Agreement will be the responsibility of the Sub Awardee.
- c. The Sub Awardee understands that this Agreement is funded in whole by Federal funds. In the unlikely event the Federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Sub Awardee from other local avenues.
- d. The Sub Awardee shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the City to expend funds beyond the termination of this Agreement.
- e. No income shall be derived from the Grant.

VI. INDEMNIFICATION

- a. The Sub Awardee shall indemnify, defend, and hold harmless City of Emporia, Kansas and its officers and employees from any liabilities, claims, suits, judgments, and/or damages arising as a result of negligence, omission or failure of performance of the obligations, terms and conditions under this Agreement by the Sub Recipient or any contractor, subcontractor or persons. The liability of the Sub Awardee under this Agreement shall continue after the termination of the Agreement with respect of any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. OBLIGATIONS OF THE SUBRECIPIENT

- a. All of the activities required by this Agreement shall be performed by personnel of the Sub Awardee or by third parties (contractors or subcontractors) under the direct supervision of the Sub Awardee and in accordance with the terms of written contracts.
- b. The Sub Awardee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding a designation of any third party or parties for the undertaking of part of all of the program(s) being assisted under this Grant.
- c. Special Conditions: The specific provisions found in the "Contractual Provisions Attachment" form DA-146a (which set forth in Exhibit B hereto, which by reference is incorporated herein and made a part hereof as copied in length).
- d. If the Sub Awardee is primarily a religious organization, the organization shall comply with 24 CFR 576.23 (which is set forth in Exhibit C hereto, which by reference is incorporated herein and made a part hereof as copied in length).
- e. The terms of the Sub Awardee's Grant award, the required local match, and the Sub Recipient's expenditure of Grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR part 85.
- f. The Sub Awardee under this Grant award shall acknowledge support to the Kansas Housing Resources Corporation and the City in all public relations materials describing local Emergency Solutions Grant activities.

VIII. DRAWDOWN OF GRANT FUNDS

- a. The Sub Awardee requests for Grant funds shall be only for reimbursement of activities, as specifically agreed to in the "Budget Itemization" received by the City.
- b. The Sub Awardee shall submit the Recipient Request for Reimbursement and Financial Status Report to the City by the 10th day of the month for the prior month, whether or not expenditures were incurred, to allow the City to comply with State reporting requirements. Proper documentation of all expenditures must be supplied by the Sub recipient, as well as certification that all expenditures are qualified and have, or will be used, in accordance with all program rules, and State and Federal regulations.
- c. The City shall review all programs costs incurred by the Sub Awardee. Upon such review, the City shall disallow any items of expense that are determined to not be allowable or that are determine to be in excess of the approved expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Sub Awardee of any such disallowance.
- d. The City will reimburse funds to the Sub Awardee only after receipt of funds from the State.
- e. Any and all penalties or repayment of funds made by the City back to the Kansas Housing Resources Corporation, or other, shall be reimbursed by the Sub Awardee to the City.

IX. FINANCIAL MANAGEMENT

- a. Sub Awardee shall establish and maintain a system that assures effective control over and accountability for all funds used in the Kansas Emergency Solutions Grant (ESG) Program.
- b. Sub Awardee shall certify to the City that the financial system proposed for use shall meet the following standards:
 - i. Provisions are accurate, current, and complete disclosure of the financial status of the Kansas Emergency Solutions Grant (ESG) Program.
 - ii. Establishment of records, budgets, and expenditures for each approved activity.
 - iii. Compliance with OMB Circular A-133 (Program Audits of Sub Recipient's Who Receive Federal Assistance).
- c. Sub Awardee shall designate a person within the agency who is responsible for assuring all program expenditures are properly utilized and documented, and said person shall produce any and all financial records for the Grantee in a timely manner upon request.

X. MONITORING AND REPORTING

- a. The Sub Awardee shall monitor the activities of the Kansas Emergency Solutions Grant (ESG) Program to assure that all program requirements are being met.
- b. The Sub Awardee shall submit an annual audit or review of financial statements by a professional third party accountant/accounting firm, including an annual review of financial policies and procedures and any other reports required under the terms of the Grant. All documents and data may be submitted to Kansas Housing Resources Corporation by following the method as directed by the Kansas Housing Resources Corporation.
- c. From time to time, as requested in writing by the City, the Sub Awardee shall submit data and other information as the City may require.
- d. Failure to provide such report as required above, or to respond to requests for the data or information in a timely manner, shall be grounds for suspension or termination of the Grant at the discretion of the City.

XI. PROGRAM CLOSEOUT

- a. Program closeout is the process by which the City determines that all applicable actions and all required work of the program, including audit and resolution of audit findings, have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from the City monitoring visits must be remedied prior to closeout.
- b. Program closeout will occur when all Sub Recipient projects are closed, when audits for the appropriate time periods, if applicable, have been conducted and the audit reports have been submitted to the City.

XII. RETENTION OF ACCESS OF RECORDS

- a. The Sub Awardee shall keep and maintain at minimum the following documents: financial records, supporting documents, statistical records, and all other records pertinent to this project, that demonstrates the project meets the requirements set forth in the funded application.
- b. Sub Awardee shall maintain program and fiscal records, and retain such records for a minimum of 4 (four) years (24 CFR 576.65a) after completion of the City's Final Report to the State or until completion of the State's Audit Report.
- c. Authorized representatives of the City, Kansas Housing Resources Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States or the U.S. General Accounting Office shall have access to all books, records, accounts, reports, files, papers or property belonging to, or in use by, the Sub Awardee pertaining to the administration of the Grant and the receipt of assistance under the Kansas Emergency Solutions Grant (ESG) Program as may be necessary to make audits, examination, excerpts, and transcripts.
- d. Neither party to this Agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101 et seq. to any records, documents or other information confident or otherwise regarding the execution and/or performance of this Agreement.

XIII. AUDIT REQUIREMENTS

- a. The Sub Awardee shall arrange for the performance of annual financial/compliance audits of their organization. An independent qualified auditor must perform all audits.
- b. Sub Awardee is required to submit one copy of a fiscal year audit report covering the program. The audit report shall be sent within 30 (thirty) days after the completion of the audit, but no later than one (1) year after the end of the audit period unless agreed to by the City.

XIV. TERMINATION FOR CONVENIENCE

- a. The City or Sub Awardee may terminate the Grant in whole, or in part, when both parties agree that the continuation of the program would NOT produce beneficial results that commensurate with further expenditure of funds.
- b. The two (2) parties shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.

- c. If the project is terminated before its completion, an amount equal to the Emergency Solutions Grant (ESG) disbursement for the project must be paid by the Sub Awardee to the City. Such funds are due within 30 (thirty) days of the project cancellation.

XV. SUSPENSION OR TERMINATION FOR CAUSE

- a. The City may suspend the Grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Sub Awardee, withhold further payments or prohibit the Sub Awardee from incurring additional obligations of the Grant funds when it is determined that the Sub Awardee failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Sub Awardee or a decision by the City to terminate the Grant.
- b. The City, after reasonable notice, may terminate the Grant, in whole or in part, at any time during the Grant period when it is determined that the Sub Awardee has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Sub Awardee in writing, of the determination and the reasons for the termination, together with the effective date.

XVI. CONFLICT OF INTEREST

- a. No member of the Governing Body, officer or employee of the Sub Awardee, or its designee or agents, or any person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant (ESG) assisted by the Agreement during his/her tenure for 1 (one) year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- b. The Sub Awardee shall incorporate or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this section.
- c. The Sub Awardee shall not employ for wages nor shall permit any third party to employ an employee of the City without prior consent from an authorized City representative/agent.

XVII. EQUAL OPPORTUNITY

- a. Sub Awardee shall conduct and administer the Grant in conformity with Title VI of the Civil Rights Act of 1964 (42USC2000d et seq., as amended), the Fair Housing Act (42 USC 3601-20), Age Discrimination Act of 1975 (42 USC 6107-07), and Section 504 of Rehabilitation Act of 1973 (29USC794) and will affirmatively further fair housing.

XVIII. REVISIONS AND AMENDMENT AND APPROVALS

- a. The Sub Awardee shall notify the City if, through the use of other funds, there is an intention to expend, enhance or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The City reserves the right to require an amendment to this Agreement if such is deemed necessary.
- b. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbers, and signed by the City of Emporia Community Services Officer or duly authorized representative of the City.

ACCPETED BY:

Homeless Assistance

Agency

Signature of Authorized Agent

Date Signed

City of Emporia

Signature of Authorized Agent

Date Signed



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: March 6, 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 20, 2024.

Commission Meeting :

- Final Performance Public Hearing for CDBG Commercial Rehab. 17 W. 4th Ave.
- Welch Stadium Agreement.
- Ordinance for Common Consumption Area for Emporia Main Street.
- Animal Shelter Contract Extension.
- Approve the Rescheduling of the April 17th Commission.

Study Session:

Title: Discuss Compensation Plan
Agenda Date: March 6, 2024
Presented By: Jo Lynne Herron, Director of Human Resources

Background

The City of Emporia contracted with The Arnold Group to conduct a salary study which was completed and presented to Commission during the April 19, 2023 study session. As we have worked through the process the next step is to adopt our formal compensation plan.

Discussion

The compensation plan formalizes our processes on pay scale maintenance and other functions regarding wages. This comprehensive document creates parity, transparency, and uniform procedures in our hiring, pay scale maintenance, transfers, and other applicable processes. Phillip Hayes with The Arnold Group is here to discuss the methodology and structure of the plan.

Financial Considerations

None at this time.

Attachments

City of Emporia Comp Plan

City of Emporia Compensation Policy

Wage and Salary Administration

Policy

To attract and retain qualified employees to fill openings at all levels, it is City of Emporia's (COE) policy to maintain fair and competitive salary ranges consistent with the economic requirements of the organization, and commensurate with those of the community in which COE operates.

Objectives

1. To obtain the highest possible degree of employee performance, morale, and loyalty through fair and equitable salary administration.
2. To ensure internal equity and consistency within and between all departments and divisions of the organization.
3. To ensure external competitiveness by developing and maintaining compensation levels reflective of current market rates of pay.
4. To provide an effective means of controlling payroll costs and salary expenditures.
5. To provide recognition and reward for differences in individual ability and performance.
6. To provide uniform methods for establishing and applying salary rates, and to facilitate the employment, classification, and promotion of personnel.

Methodology and Procedures

COE uses an organized and systematic method of classifying jobs and administering wage and salaries to ensure that pay levels are competitive and internally equitable.

1. *Job Analysis*

Job analysis is a systematic process of determining the tasks that constitute a particular job and the skills and knowledge required to perform it. The result of job analysis is a job description, which is a factual description of the job's essential and nonessential functions and the qualifications necessary to perform the job. All jobs are analyzed so that an accurate job description may be produced.

For newly created jobs or jobs that have undergone a significant amount of change, the manager and employee will work with the Human Resources Department to complete a job analysis questionnaire. The Human Resources Department develops the job description by relying on the questionnaire data and interviewing the manager and incumbent. The resulting job description must be reviewed and approved by Human Resources. At this same time, Human Resources will complete an FLSA Exempt Status Survey to determine if the job should be classified as exempt or non-exempt as defined by the Fair Labor Standards Act (FLSA).

Job descriptions are reviewed annually to identify changes in the job duties or requirements. Any changes to the job description will be reviewed with the employee. All employees are provided a copy of their job description when they are hired as well as if/when any subsequent changes are made to the job description.

2. *Job Evaluation*

Job evaluation is a means of determining how jobs should be ranked on the basis of the training required, the complexity of the work involved, and the responsibility the employee must bear for the results of the work.

COE has adopted job evaluation procedures that use job-content information and data from relevant labor markets to establish a ranking for each job. Ranking for each job is determined by establishing a point value for compensable job factors. By calculating the total point value, COE can compare the relative value of jobs with different types of duties and responsibilities. Jobs with similar levels of responsibility and requiring similar levels of knowledge, skill, and ability have similar point values. Ranges of point values are associated with salary grades.

3. *Salary Structure*

A salary structure is a system of pay grades and ranges. Point values derived from the job evaluation process are associated with particular pay grades. Each grade level includes a range with a specified minimum wage amount, midpoint, and maximum wage amount. The salary structure is reviewed biennially and adjusted as needed based on the results of the review. The review will be based on market data for benchmarked positions.

For job grades 10-15, the minimum is 21.00% below the midpoint and the maximum is 21.00 % above the midpoint, with a 8.00% progression between the midpoints of the salary grades. For job grades 30-35, the minimum is 22.50% below the midpoint and the maximum is 22.50% above the midpoint, with a 13.00% progression between the midpoints of the salary grades. For job grades 40-42, the minimum is 20.00% below the midpoint and the maximum is 20.00% above the midpoint, with a 15.00% progression between the midpoints of the salary grades.

Factors generally to be considered in setting pay levels for a position include knowledge, skills, abilities required for the position, pay levels in the community, working conditions, special licenses required, scope of responsibility, management responsibility, and budget responsibility. Additionally, the following positions are Human Resource recommended and Board approved mixed market designated positions:

1. "F" – Fire
2. "P" – Police

Factors generally to be considered in setting the pay for a particular employee include experience, performance, education, licenses, working conditions, tenure, scope of responsibility, management responsibilities, and budget responsibilities. Human Resources shall be informed and involved in all employment offers. Additionally, Human Resources is responsible for reviewing and authorizing starting compensation levels for all new hires placed above the job grade minimum.

Employee pay rates placed near the minimum typically reflect employees new to the job or who meet minimum qualifications, but might not have preferred qualifications. Employee pay rates near the middle of the range usually reflect employees who have mastered the basic intent of the job and are performing the duties of the job at a satisfactory level. Employee pay rates near the maximum indicate highly experienced employees who perform their job duties at a consistently high performance level.

4. *Job Classification*

Job classification is the result of the three previous steps. It simply means properly matching each employee to the appropriate job description and grade level.

The hiring rate should not be less than the minimum rate for the position and properly aligned with the applicant's verifiable and transferable qualifications and experience generally required for the position. Exceptions require approval by Human Resources and City Manager.

Pay Scale

Grades 10-15 have a total of 23 step rates (steps 0-22) that are each weighed in a manner to elevate the employee's wage/salary over the associated job grade mid-point in approximately 10 years. Grades 30-35 have a total of 25 step rates (steps 0-24) that are each weighed in a manner to elevate the employee's wage/salary over the associated job grade mid-point in approximately 12 years. Grades 40-42 have a total of 22 step rates (steps 0-21) that are each weighed in a manner to elevate the employee's wage/salary over the associated job grade mid-point in approximately 10 years.

A new employee is usually hired at an associated job grade hiring rate. However, in special circumstances, the City Manager may authorize an increased hiring rate for a newly hired employees based on relatable, transferrable, and verifiable experience of the prospective employee or a special need of the City. All job offers and including compensation shall be executed by Human Resources to the candidate. Any pay changes for internal promotions, demotions and transfers shall be approved by the City Manager.

After the successful completion of the introductory period, the employee shall be advanced to the next available step within the pay grade. Employees are not eligible for an increase while in their introductory period.

Employees may advance to higher grades by promotion at certain intervals (generally after at least one year), as

determined by job requirements, experience, qualifications and HR policies. Promotions and associated increases are defined below.

Performance Evaluations and Pay for Performance

COE believes that the performance evaluation is a valuable tool for both managers and employees. COE also believes that an employee's compensation should be related to this evaluation in support of the concept of pay for performance. Periodically, no less than on an annual basis, the employee's manager will complete a performance evaluation of the employee's performance. The purpose of this evaluation is to recognize the employee's performance and identify areas for professional and personal development. Salary/pay increases are not necessarily processed in conjunction with performance evaluations, nor are salary increases automatic.

Pay for performance increases may be granted once each year unless extraordinary circumstances indicate an additional raise is merited. Human Resources/City Manager must approve all increases. Employees at the maximum pay in the pay scale for their job grade will receive lump-sum merit increases until successive salary structure adjustments bring the employee's salary in line with the range maximum. Lump sum payments will be dispersed as a one-time lump sum rather than as a change in base pay rate.

In administering this policy, it should be remembered that salary increases are earned and not automatic, nor are they entitlements. The employee's attitude and performance on the job should always be the governing factors in determining the amount and time interval in granting salary increases.

Each succeeding pay increase within the range should be considered in the light of increasingly higher standards based on performance. The midpoint in the range is considered to be a fair and equitable rate of compensation for an employee who is fully qualified from the standpoint of training and experience, and whose demonstrated performance on the job over a period of time is entirely satisfactory in all respects. Higher salary ranges should be reflective for an employee who has consistently demonstrated above-average performance on the job over a long period of time.

Performance evaluation ratings and supporting examples are an integral part of COE's compensation philosophy influencing pay for performance increases. Performance evaluations may use job descriptions, performance standards, performance expectation notices, and work/performance logs to determine if employees are meeting COE's expectations. Pay for performance increases are not limited to a specific percentage based on achieving a certain rating, rather COE's pay for performance policy increases employee wages/salaries based on comparative performance and achievement. Pay for Performance allows for higher performers to earn a higher percentage and lower performers to receive a lesser percentage.

Annual Increases and Pay Scale Maintenance

Except in periods of economic difficulties, COE generally provides annual Pay for Performance increases and provides for pay scale maintenance adjustments. As a component of the budget process, COE will recommend a total salary budget to the Commission for approval.

The Commission has the authority to adjust or reduce the recommendations below to achieve expected budget performance.

1. Annual Employee Pay Plan Adjustments and Pay Scale Maintenance:

- i. Annual employee Pay Scale Adjustments (PSA), if authorized, will be effective on a date recommended by the City Manager and approved by the Commission.
- ii. The pay scale will be adjusted by half of the authorized PSA increase.
 1. Recommendation: Review the previous 3-year COLA average as referenced by the Social Security Administration; typically, no less than 1.00%. No negative COLA adjustments will be recommended and/or made.

2. All Employees:

- a. Annual Pay for Performance increases, if authorized, will be effective on the first pay date of July each year.
 - i. Recommendation: No less than 2.00% of Department Wages, less Department Head's wages
 1. Pay for performance increases will vary according to each employee's overall performance evaluation ranking and the Pay for Performance budgeted amount.
 2. Pay for Performance allows for higher performers to earn a higher percentage and

lower performers to receive a lesser percentage.

3. To be eligible for a Pay for Performance increase, an employee must be employed with at least 180 days of continuous service before the evaluation cycle end date.

Pay Differentials

Pay differentials are special, additional pay recognizing unusual competencies, circumstances, or working conditions applying to some or all incumbents in select classes. The following pay differentials are offered by COE (list is not all-inclusive and may be updated or modified as business needs arise):

1. Bilingual
2. Police Department
 - a. FTO
 - b. Defensive Tactics Instructor
 - c. Range Instructor
 - d. Associate Degree
 - e. Bachelor Degree
3. Fire
 - a. Driver Operator
 - b. HazMat
- c. Inspector
- d. Investigator
- e. Tech Rescue
4. Airport
 - a. ASE Mechanic
 - b. VFR Pilot
5. Park
 - a. Private Pesticide Application Certificate
 - b. Pool & Spa Operator Certificate
 - c. Playground Safety Inspector Certificate

Promotions

Promotion is the advancement from a position in one pay grade to another in a higher pay grade. When promoted, a fully qualified employee should receive the minimum salary for the new position. However, the new salary should be as much above the minimum salary as is necessary to provide a reasonable promotional increase. Normally, promotional increases should not be less than 5.00% and not more than 10.00% of the employee's current pay rate. Where unusually large promotions are involved, an increase of more than 15.00% percent will require prior approval of Human Resources and City Manager.

Pay for Working in Higher Classification

Working out of classification pay is an incentive for hourly employees who have demonstrated, through job performance, that they can perform the duties of a higher job classification. Salaried employees are not eligible for this incentive pay. An hourly employee who is assigned to work in a higher classification must satisfactorily perform the full range of duties of the higher classification. Incentive pay for working in a higher classification is not to be used for fragmented duties, cross-coverage situations, or temporary periods of training for the duties of a higher classification in which the employee is not fully proficient in the duties.

Incentive pay for working in a higher classification shall be awarded upon the approval of the Department Head and the City Manager. Human Resources shall be notified prior to the beginning of the assignment.

Incentive pay for working in a higher classification shall be for a period not to exceed 90 days without approval of the City Manager. Exceptions may be made for an hourly employee assuming departmental responsibilities in the absence of a Department Head. In no case shall an employee work in a higher classification for more than one year without approval of the Commission. Incentive pay for working in a higher classification shall begin on the 11th day, after working in a higher classification for 10 consecutive days.

For employees working in a classification that is one pay grade higher than their current classification, the incentive pay shall be 5% of the employee's current pay rate. For employees working in a classification that is two grades higher than their current classification, the incentive pay shall be 10% of the employee's current pay rate. For employees working in a classification that is three or more grades higher than their current classification, or for an hourly employee working out of classification in a salaried position, the incentive pay shall be 15% of the employee's current hourly pay rate.

Reclassifications

Reclassifications may be made when a major change in the position content occurs, or when the incumbent in the

position relinquishes or assumes substantial responsibilities. When a position warrants reclassification, it will be re-described, re-evaluated, and assigned to the proper position classification. If, as a result of re-evaluation, a position is changed to a higher or lower pay grade, the incumbent's salary should be adjusted to reflect the promotion or demotion, as the case may be.

Market Adjustments

When a position is upgraded because of a change in marketplace value, this is not a promotional increase. A market adjustment salary change will be made to bring the incumbent(s) up to the new grade minimum.

Demotions

Any involuntary change in assignment that results in movement to a position that is classified in a lower pay grade than that of the original position. Any time an employee accepts a demotion, said employee will be reclassified to the pay grade of the job they accepted, at the same step/pay in the lower grade.

Voluntary Change of Classification

Any time an employee voluntarily applies for and accepts a job at a lower classification, said employee will be reclassified to the pay grade of the job they accepted. An employee who requests or accepts a voluntary change of classification should anticipate a decrease in pay. The new pay rate will be based on years of relevant work experience and COE internal equity considerations. Any decrease in salary will be reviewed by Human Resources to determine a fair and equitable pay adjustment.

Transfers

Any change in assignment that results in an employee moving from one position to another within the same pay grade, or from a position in one department to a position with the same grade in another department. Any time an employee transfers, said employee will maintain the same grade and step/pay.

“Grow-BUILD/BUY-Up” Talent Strategy**

The City recognizes the value to Grow-BUILD our talent pipeline through employee loyalty and professional growth and development. The City also recognizes the need to consider external talent as well to ensure efficient and effective operations and service delivery to our customers and community. Therefore, The City adopts a compensation philosophy that supports a mix of “Grow-BUILD/BUY-Up Talent” strategy to compliment employee development and internal promotions as well as onboarding new employees and talent.

Specifically, the “BUY-Up” component focuses on external talent with **relevant, transferable and verifiable** experience/skills/qualifications/expertise which are validated by the HR Department. Once approved, Human Resources can quickly reference the Pay-Summary BUY-Up matrix in the City’s CompBook to recommend the appropriate hiring rate regarding prospective employees.

- BUY-Up Limits:
 - The City will value one (1) year for every one (1) year of non-City experience to determine the appropriate grade/step. The City will consider a maximum of 5 years’ external experience; with a maximum buy-up option of 5 years of non-City experience to support, communicate, and demonstrate The City’s commitment to Grow-BUILD talent.

Consideration of the overall “Grow-BUILD/BUY-Up” talent strategy option allows The City to be competitive and inclusive when recruiting for experience, skills, qualifications, and expertise needed for sustainable operations to conduct The City’s business operations and service delivery.

Title: City Wide Grant Application

Agenda Date: March 6, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

Efforts to optimize collaboration for grant applications with the city are necessary. We recognize the need for a more efficient process to facilitate partnerships effectively. Our objective is to streamline procedures, enhance transparency, and expedite reviews without compromising diligence.

Discussion:

The key goals for the development of this process are:

1. Clarifying the procedure for requesting City assistance with grant applications
2. Establishing clear evaluation criteria
3. Providing clear instruction for parties interested in partnering with the City.
4. Enhancing transparency for decision making purposes

Financial Considerations:

N/A

Attachments:

Generic Grant Application

CDBG Grant Application



Grant Partnership Application Form City of Emporia, KS

This application is intended to streamline and establish a more structured method for determining grant partnerships that ensures a fair and impartial selection process for applicants to grants sponsored by the City of Emporia. We are committed to implementing an equitable system that focuses on identifying and selecting the most qualified candidates based on merit and the objective criteria listed herein.

Commented [TW1]: ***Attach detailed bid sheet with this summary page, include size, type and quantity of all materials to be used. *This scope of work is both practical and sufficient for the issues being addressed. Also, the home's structure is compatible with, and will accept, the improvements*

Grant Information

Name _____ of _____ Grant: _____

Grant-Making _____ Organization: _____

Due Date: _____

Is the due date at least 90 days from today? ☐ yes ☐ no

Is the Notice of Funding Opportunity attached to this document? ☐ yes ☐ no

Applicant Information

Developer/Company _____ Name: _____

Applicant _____ Name: _____

Applicant _____ Position: _____

Email: _____

Phone:

Mailing

Address:

Developer/Company

Website

Address:

Project Information

Project

Name:

Please attach a document that addresses the following criteria:

1. **Project Proposal:** Describe the project, including objectives, scope, timeline, and expected outcomes. Include a plan for assigning individuals who will write, submit, and ensure compliance with grant regulations.
2. **Alignment with City Goals/Needs:** Explain how the project aligns with the city's strategic priorities, development plans, and community needs.
3. **Financial Viability:** Provide details on the project's budget, funding sources, and projected revenues and expenses. Please include evidence of financial feasibility and how this grant contributes to the funding structure. Include details regarding match requirements.
4. **Community Impact:** Discuss the project's potential impact on the local community, including job creation, affordable housing provisions, environmental sustainability measures, and improvements to public infrastructure or amenities.
5. **Risk Assessment and Mitigation:** Identify potential risks associated with the project and outline strategies for mitigating these risks.
6. **Partnerships and Collaboration:** Describe any partnerships or collaborations with relevant stakeholders for different components of the project (i.e. local government agencies, community organizations, non-profits, other developers, etc.)
7. **Compliance with Regulations:** Confirm that the project complies with all relevant local, state, and federal regulations, including zoning laws, building codes, environmental regulations, and fair housing requirements.
8. **Public Engagement Plan:** Outline a plan for engaging with the public throughout the development process, including opportunities for community input, public hearings, transparency in decision-making, and marketing the completed project.

9. **Measurable Outcomes:** Specify metrics and benchmarks for evaluating the success of the project, including indicators related to economic development, social equity, environmental sustainability, and overall community well-being.
10. **Reporting and Accountability:** Commit to regular reporting and accountability mechanisms to track progress, address concerns, and ensure transparency in the use of grant funds.

The following information is not required, but will give applicants an advantage in the selection process:

- ☐ Letter of credit/loan pre-approval form from a reputable financial institution.
- ☐ Letters of support from sub-contractors who have worked with the developer/company on previous projects.
- ☐ Information/materials related to past project(s) that outlines the success of said project(s).

Conflict of Interest Disclosure

Please disclose any relationships, financial interests, or other affiliations that could present a conflict of interest with regards to the proposed project. This includes, but is not limited to:

- Financial interests in the project or related entities
- Employment or consultancy agreements with parties involved in the project.
- Ownership of property or assets affected by the project.
- Family relationships with individuals involved in decision-making related to the project.
- Any other circumstances that could potentially bias decision-making or compromise objectivity.

Mitigation Strategies:

If you have identified any conflicts of interest, please describe any steps you will take to mitigate these conflicts. This may include recusal from decision-making processes, disclosure to relevant stakeholders, or other measures to ensure transparency and impartiality.

☐ **By checking this box, I affirm that I am currently unaware of any conflicts of interest related to this project.**

I acknowledge that the information provided in this form is accurate and complete to the best of my knowledge. I understand the importance of disclosing potential conflicts of interest and agree to comply with any mitigating circumstances deemed necessary by the appropriate authorities.

Signature: _____ Date: _____

Selection Criteria Rubric

Criteria	0	1	2	3	4
Alignment with City Goals	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Financial Viability	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Community Impact	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Risk Assessment and Mitigation	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Partnerships and Collaboration	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Compliance with Regulations	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Public Engagement Plan	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Measurable Outcomes	No Evidence Provided	Minimal Evidence Provided	Some Evidence Provided	Sufficient Evidence Provided	Extensive Evidence Provided
Letters of Support	No Evidence Provided	One Letter Provided	Two Letters Provided	Three Letters Provided	Four or More Letters Provided
Past Project Information	No Evidence Provided	One Past Project Shared	Two Past Projects Shared	Three Past Projects Shared	Four or More Past Projects Shared
Letter of Credit/Loan Offer	No Evidence Provided				Evidence Provided

Total Points: ____/32

Feedback:

Rubric Information

No Evidence Provided: There is no evidence or indication provided to support this criterion. The applicant has not addressed the criterion or provided any relevant information.

Minimal Evidence Provided: The evidence provided is minimal or insufficient to fully address the criterion. The applicant has provided only basic or limited information and there is little to no depth or detail.

Some Evidence Provided: The evidence provided partially addresses the criterion, but there are gaps or areas where further detail or clarification is needed. The applicant has included some relevant information, but it may lack depth or specificity.

Sufficient Evidence Provided: The evidence provided adequately addresses the criterion, demonstrating a solid understanding and effort on the part of the applicant. The applicant has provided sufficient relevant information with reasonable depth and detail.

Extensive Evidence Provided: The evidence provided fully and comprehensively addresses the criterion, demonstrating a thorough understanding and strong effort on the part of the applicant. The applicant has provided detailed, comprehensive, and well supported information that clearly meets or exceeds the requirements of the criterion.

Each letter of support will give applicants an additional point, up to a maximum of four points. Each description of successful past projects will give applicants an additional point, up to a maximum of four points. A letter of credit/loan pre-offer letter will give applicants an additional four points. Applicants will not lose points for the omission of these items. Applications submitted at least 90 days before the due date will receive greater consideration, specifically in cases where there are competing applicants vying for the same grant.

Please return this completed application to:
City Manager's Office
104 E. 5th Avenue
Emporia, KS 66801

Call (620) 343-4250 for questions or assistance.

CITY OF EMPORIA-SMALL CITIES GRANT APPLICATION NOMINATIONS

COMMERCIAL REHABILITATION CATEGORY

The City of Emporia is accepting application nominations for the Emporia City Commission's application for the 2024 Commercial Rehabilitation Category. Property owners must submit applications for CDBG Commercial Rehabilitation Category 3 months prior to the City submittal due date.

The Department of Commerce Small Cities Grant has allocated \$2 Million state-wide for the Commercial Rehabilitation program in 2024. The maximum amount of CDBG funds that can be applied for is \$300,000. A City can only submit one application before December 2, 2024.

The Department of Commerce has listed the following criteria for evaluating grant applications and the City of Emporia will consider such criteria when evaluating the project nominated for the Grant application.

- Project need**
- Project Readiness**
- Project Impact**
- Project sustainability**
- Availability of matching funds and source of matching funds.**

In addition, the City of Emporia is requesting the potential CDBG Commercial Rehabilitation Applicants provide the following:

Name of Property Owner (s):

Description of the Project-Including services to be provided after completion of project (i.e. housing, retail, community-based programming, childcare, education, non-profit services etc.). The project description should also give details of the planned rehabilitation work and the design and contractor expertise that will be engaged to accomplish the project.

Plan of Financing-The Source of the matching funds for the project and a budget that includes both property owner (s) contribution and CDBG monies and other grant funds and sources of money. If financing from a private institution is utilized, a letter from such financial institution committing to the match of funds.

Description of benefit to the community and plan for compliance with CDBG guidelines and state/local building codes and regulatory requirements. -A one page description of the benefit to the community citing City of Emporia or other local expert studies (example-Emporia/Lyon County Joint Comprehensive Plan) that provide rationale for the commercial rehabilitation project. In addition, a statement of the property owners plan to comply with Community Development Block Grant requirements. Lastly, a statement that the rehabilitation construction work will meet City of Emporia code requirements and other State of Kansas regulatory requirements.

GRANT ADMINISTRATOR-The City of Emporia will be solely responsible for selecting Grant Administrator for the assistance with the grant application process and administration of grant (if awarded).