

CITY COMMISSION MEETING

AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS
September 7, 2016 at 1:30 pm

1. Members present: Mayor Gilligan

<u>Vice Mayor Mlynar</u>	<u>Commissioner Geitz</u>
<u>Commissioner Harmon</u>	<u>Commissioner Giefer</u>
<u>City Manager McAnarney</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Jim Witt</u>	<u>City Attorney Montgomery</u>
2. Consent Agenda
3. Public Comment
 - a. Above and Beyond Employee Award Winners.
 - b. Proclamation for National Disability Employment Awareness Month.
4. Request to Approve Design and Engineering Contract with BG Consultants for Sewer Lift Station No. 9 Upgrade.
5. Award Merchant Street Storm Sewer Replacement Project SW1602.
6. Consider Granting Westar a Permanent Utility Easement.
7. Appoint Members to Accessibility Advisory Board.
8. Public Hearing for the Hidden Vista housing development within the City's Rural Housing Incentive District.
9. Consider Approval of Ordinance to Adopt Development Plan for Hidden Vista within City's Rural Housing Incentive District.
10. Notice of Public Hearing for Industrial Revenue Bonds by the City of Emporia for Chelsea Lofts Project.
11. Consider Approval of Resolution Authorizing the Industrial Revenue Bonds to City of Emporia for the Chelsea Lofts Project.
12. Amendment to Downtown Parking Ordinance to Change Designated Parking between 700-800 Block of Merchant.
13. Announcements for LKM Meeting Delegates.
14. Report from City Manager on City Activities.
15. City Commission Reports and Comments.
16. Executive Session



**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4285*

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 2

SUBJECT:

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items. Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Commission Meeting held on August 17, 2016.
- b. Consider ratification of Payroll Ordinance for the period ending on September 2, 2016.
- c. Set Bid Date and Time for Water Main Project WM1601.
- d. Set Bid Date and Time for Water Main Project WM 1602.
- e. Consider Change Order No. 1 for the 2016 Street Rehabilitation Project No. PV1602.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Set Bid Date and Time.
- d. Approve Set Bid Date and Time.
- e. Approve Change

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 2c

SUBJECT: Set 2:30 p.m., Tuesday, September 27, 2016, as the time and date to receive bids for the 2016 Water Main Replacement Project No. WM1601.

RECOMMENDATION: Set Bid Date and Time

BACKGROUND SUMMARY:

The 2016 Water Main Replacement Project shall consist of the replacement of water main at Sylvan Street from 6th Avenue to 12th Avenue. Bid also includes an add alternate to replace the water main on 15th Avenue from State Street to Center Street.

Attached is the Invitation to Bid.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

INVITATION TO BID

Sealed bids for the **2016 Water Main Replacement Project No. WM1601 (Sylvan Street from 6th Ave. to 12th Ave.)** will be received at the office of the City Clerk, City of Emporia, Kansas located at 104 E. 5th Avenue, up to **2:30 p.m. on Tuesday, September 27, 2016, and then publicly opened in the Engineering Department's Conference Room located at 522 Mechanic Street. A pre-bid conference will be held at 2:30 p.m. on Tuesday, September 20, 2016, at the same location.**

The work for the Water Main Improvements Project will consist of the approximate quantities:

Base Bid:

Mobilization	1	L.S.
Contractor Construction Staking	1	L.S.
3" Water Main (DIP) (In Place)	17	L.F.
6" PVC Water Main (C-900) (In Place)	31	L.F.
8" Water Main (Certa-Lok C-900/RJ) (In Place)	146	L.F.
10" Water Main (Certa-Lok C-900/RJ) (In Place)	2548	L.F.
10" PVC Water Main (C-900) (In Place)	56	L.F.
12" PVC Water Main (C-900) (In Place)	18	L.F.
6" Gate Valve with Valve Box	6	Ea.
8" Gate Valve with Valve Box	4	Ea.
10" Butterfly Valve with Valve Box	11	Ea.
12" Butterfly Valve with Valve Box	2	Ea.
10" x 6" Cross	3	Ea.
12" x 10" Cross	1	Ea.
8" x 6" x 8" Tee	2	Ea.
10" x 6" x 10" Tee	1	Ea.
10" x 8" x 10" Tee	2	Ea.
10" x 10" x 10" Tee	1	Ea.
3" x 90 Degree Bend	1	Ea.
6" x 90 Degree Bend	1	Ea.
10" x 45 Degree Bend	4	Ea.
6" x 3" Reducer	1	Ea.
3" Cap	1	Ea.
6" Cap	5	Ea.
8" Cap	2	Ea.
10" Cap	8	Ea.
6" Solid Sleeve (Hymax Coupling)	4	Ea.
10" Solid Sleeve (Hymax Coupling)	2	Ea.
12" Solid Sleeve (Hymax Coupling)	3	Ea.
Service Connection (3/4") (Type K Cooper)	1665	L.F.
Service Connection (1") (Type K Cooper)	72	L.F.
Service Connection (1-1/2") (Type K Cooper)	130	L.F.
Service Connection (2") (Type K Cooper)	10	L.F.
Service Connection (3") (Type K Cooper)	30	L.F.
Fire Hydrant Assembly (5' Bury)	3	Ea.
Removal of Existing Fire Hydrant	4	Ea.
Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	61	L.F.
HMA (Remove & Replace)	61	S.Y.
Concrete Pavement (6" Reinf.) (AE) (Remove & Replace)	9	S.Y.
Concrete Pavement (8" Reinf.) (AE) (Remove & Replace)	4	S.Y.
Temporary Slope Barrier (Slit Fence)	100	L.F.
Temporary Inlet Sediment Barrier (Set Price)	5	Ea.
Sediment Removal (Set Price)	1	C.Y.
Temporary Seeding	1	L.S.
Permanent Seeding (Fertilizer & Mulch)	1	L.S.
Traffic Control	1	L.S.

Add Alternate No. 1**Sylvan Street (Bore Under 6th Ave.):**

3" Water Main (DIP) (In Place)	5	L.F.
10" Water Main (Certa-Loc C-900/RJ) (In Place)	70	L.F.
10" PVC Water Main (C-900) (In Place)	24	L.F.
10" Butterfly Valve with Valve Box	2	Ea.
10" x 3" x 10" Tee	1	Ea.
10" x 10" x 10" Tee	1	Ea.
10" x 90 Degree Bend	1	Ea.
3" Cap	1	Ea.
10" Cap	1	Ea.
Fire Hydrant Assembly (5' Bury)	1	Ea.
Removal of Existing Fire Hydrant	1	Ea.
Curb and Gutter (2'-6" Combined) (AE) (Remove & Replace)	6	L.F.
HMA (Remove & Replace)	7	S.Y.
Concrete Pavement (8" Reinforced) (AE) (Remove & Replace)	11	S.Y.
Temporary Seeding	1	L.S.
Permanent Seeding (Fertilizer & Mulch)	1	L.S.
Traffic Control	1	L.S.

Add Alternate No. 2**15th Ave. (State St. to Center St.):**

Mobilization	1	L.S.
Contractor Construction Staking	1	L.S.
10" Water Main (Certa-Lok C-900/RJ) (In Place)	380	L.F.
10" PVC Water Main (C-900) (In Place)	94	L.F.
10" Butterfly Valve with Valve Box	3	Ea.
10" x 10" x 10" Tee	1	Ea.
10" x 45 Degree Bend	4	Ea.
10" Cap	2	Ea.
Service Connection (3/4") (Type K Copper)	183	L.F.
Curb and Gutter (2'-6" Combined) (AE) (Remove & Replace)	34	L.F.
HMA (Remove & Replace)	26	S.Y.
Concrete Pavement (6" Reinforced) (AE) (Remove & Replace)	20	S.Y.
Temporary Inlet Sediment Barrier (Set Price)	2	Ea.
Temporary Seeding	1	L.S.
Permanent Seeding (Fertilizer & Mulch)	1	L.S.
Traffic Control	1	L.S.

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for plans and bid documents is twenty dollars (\$20), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the 2014 Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred percent (100%) of the Contract, and performance and maintenance bond in the amount of one hundred percent (100%) of the Contract; the bonds to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of sixty (60) days after the time set for opening of bids.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Shelly Kelley, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail skelley@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 2d

SUBJECT: Set 2:00 p.m., Tuesday, September 27, 2016, as the time and date to receive bids for the 2016 Water Main Replacement Project No. WM1602.

RECOMMENDATION: Set Bid Time and Date

BACKGROUND SUMMARY:

The 2016 Water Main Replacement Project shall consist of the replacement of water main at 18th Avenue from West Wilman Court to Rural Street.

Attached is the Invitation to Bid.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

INVITATION TO BID

Sealed bids for the **2016 Water Main Replacement Project No. WM1602 (18th Ave. from West Wilman Court to Rural Street)** will be received at the office of the City Clerk, City of Emporia, Kansas located at 104 E. 5th Avenue, up to **2:00 p.m. on Tuesday, September 27, 2016, and then publicly opened in the Engineering Department's Conference Room located at 522 Mechanic Street. A pre-bid conference will be held at 2:00 p.m. on Tuesday, September 20, 2016, at the same location.**

The work for the Water Main Improvements Project will consist of the approximate quantities:

Base Bid:

Mobilization	1	L.S.
Contractor Construction Staking	1	L.S.
10" PVC Water Main (C-900) (In Place)	284	L.F.
10" Butterfly Valve with Valve Box	1	Ea.
10" x 10" x 10" Tee	1	Ea.
10"x 90 Degree Bend	1	Ea.
10" x 4" Reducer	2	Ea.
Service Connection (3/4") (Type K Copper)	17	L.F.
Service Connection (2") (Temporary)	1	L.S.
HMA (Remove & Replace)	109	S.Y.
Concrete Pavement (8" Reinforced) (AE) (Remove & Replace)	20	S.Y.
Temporary Slope Barrier (Slit Fence)	20	Ea.
Temporary Inlet Sediment Barrier (Set Price)	1	L.F.
Sediment Removal (Set Price)	1	C.Y.
Temporary Seeding	1	L.S.
Permanent Seeding (Fertilizer & Mulch)	1	L.S.
Traffic Control	1	L.S.

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P.O. Box 928, Emporia, KS 66801 (620-343-4260). The cost for plans and bid documents is twenty dollars (\$20), which is nonrefundable. If the Contractor prefers plans and bid documents sent by UPS, there is an additional required fee of five dollars (\$5). Also, the Contractor may request an electronic copy of plans and bid documents for a flat rate fee of twenty dollars (\$20). The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the 2014 Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred percent (100%) of the Contract, and performance and maintenance bond in the amount of one hundred percent (100%) of the Contract; the bonds to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of sixty (60) days after the time set for opening of bids.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Shelly Kelley, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail skelley@emporia-kansas.gov.

THE CITY OF EMPORIA, KANSAS
Kerry Sull
City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 2e

SUBJECT: Consider Change Order No. 1 for the 2016 Street Rehabilitation Project No. PV1602.

RECOMMENDATION: Approve Change Order No. 1 for the 2016 Street Rehabilitation Project deducting \$1,702.22 from the project.

BACKGROUND SUMMARY:

Listed below are the change order quantities for the 2016 Street Rehabilitation Project. The original bid amount was \$493,455.50. This Change Order for \$1,702.22 would decrease the final dollar amount to \$491,753.28. This project was funded from the Multi-Year Fund.

Quantities Deleted:

1. Asphalt Patching – The patching on the project required 96.9 Tons of asphalt less than the estimated plan quantity for a reduction in the cost of \$9,638.64.
2. (4”) Concrete Sidewalk Remove and Replace – There were several sidewalks that did not need to be replaced as shown in the plans. This was a reduction of 61 SY, or \$3,351.95.
3. ADA Sidewalk Ramp – Ramps installed were 21 SY less than plan quantity for a reduction of \$5,538.54.
4. Curb Inlet Protection – This item was not used on the project for a reduction of \$1,208.60.
5. Temporary Slope Barrier – This item was not needed on the project and represents a reduction of \$1,758.00.
6. Sediment Removal (Set Price) – This item was not needed on the project and represents a reduction of \$35.00.
7. Flagger (Set Price) - This item was not needed on the project and represents a reduction of \$25.00.

The amount deleted from the base bid is \$21,555.73.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**CHANGE IN PLANS NO. 1
ON CONTRACT WITH APAC-KS, INC., SHEAR DIVISION
FOR 2016 STREET REHABILITATION PROJECT NO. PV1602**

Date: September 7, 2016

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the 2016 Street Rehabilitation.

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
QUANTITIES DELETED:				
96.9	TONS	Asphalt Patching @ Ninety-nine dollars and forty-seven cents <u>(Unit Price in Words)</u>	\$99.47	\$9,638.64
61.0	S.Y.	(4") Concrete Sidwalk Remove & Replace @ Fifty-four dollars and ninety-five cents <u>(Unit Price in Words)</u>	\$54.95	\$3,351.95
21	S.Y.	ADA Sidwalk Ramp @ Two hundred sixty-three dollars and seventy-four cents <u>(Unit Price in Words)</u>	\$263.74	\$5,538.54
5.0	Ea.	Curb Inlet Protetion @ Forty-eight dollars <u>(Unit Price in Words)</u>	\$241.72	\$1,208.60
200	L.F.	Temporary Slope Barrier @ Eight dollars and seventy-nine cents <u>(Unit Price in Words)</u>	\$8.79	\$1,758.00
1	C.Y.	Sediment Removal (Set Price) @ Twenty dollars and sixty-five cents <u>(Unit Price in Words)</u>	\$35.00	\$35.00
1	Hr.	Flagger (Set Price) @ One thousand four hundred forty-four dollars <u>(Unit Price in Words)</u>	\$25.00	\$25.00
Total Deleted: from Base Bid				<u>\$21,555.73</u>

**QUANTITIES DELETED:
ADD ALTERNATE**

1	S.Y.	ADA Sidewalk Ramp @ Two hundred sixty-three dollars and seventy-four cents <u>(Unit Price in Words)</u>	\$263.74	\$184.62
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Total Deleted from Add Alternate: **\$184.62**

TOTAL DELETED FROM THE PROJECT: \$21,740.35

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL AMOUNT</u>
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QUANTITIES ADDED:

177.5	TONS	HMA (Commercial Grade) (Class A) @ Sixty-four dollars and ninety-five cents <u>(Unit Price in Words)</u>	\$64.95	\$11,528.63
35	S.Y.	(6") Concrete (Reinforced) Remove & Replace @ Seventy-nine dollars and twelve cents <u>(Unit Price in Words)</u>	\$83.52	\$2,923.20
41	L.F.	Curb & Gutter (2'-6" Comb.) (Std.) Remove & Replace @ Forty-two dollars and eighty-six cents <u>(Unit Price in Words)</u>	\$42.86	\$1,757.26
6	L.F.	Curb & Gutter (2'-6" Comb.) (Reinf.) Remove & Replace @ Forty-two dollars and eighty-six cents <u>(Unit Price in Words)</u>	\$45.05	\$270.30
1	L.S.	Drop Inlet Frame & Grate @ One thousand four hundred thirty-one dollars and eleven cents <u>(Unit Price in Words)</u>	\$1,431.11	\$1,431.11

Total Added:
to Base Bid **\$17,910.50**

**QUANTITIES ADDED
ADD ALTERNATE:**

20.1	TONS	HMA (Commercial Grade) (Class A) @ Sixty-four dollars and ninety-five cents <u>(Unit Price in Words)</u>	\$64.95	\$1,305.50
0.4	S.Y.	(7") Concrete (Reinf.) Pavement @ Eight-seven dollars and ninety-one cents <u>(Unit Price in Words)</u>	\$87.91	\$35.16

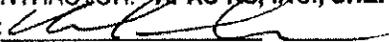
**QUANTITIES ADDED
ADD ALTERNATE:**

3.5 S.Y.	(4") Concrete Sidewalk Remove & Replace @ Fifty-four dollars and ninety-five cents <hr/> (Unit Price in Words)	\$54.95	\$192.32
9 L.F.	Curb & Gutter (2"-6" Comb.) (Std.) Remove & Replace @ Forty-two dollars and eight-six cents <hr/> (Unit Price in Words)	\$42.86	\$385.74
2.1 TONS	Asphal Patching @ Ninety-nine dollars and forty-eight cents <hr/> (Unit Price in Words)	\$99.48	\$208.91

Total Added to Add Alternate: \$2,127.63

TOTAL ADDED TO THE PROJECT: \$20,038.12

TOTAL AMOUNT OF DECREASE OF PROJECT TOTAL (\$1,702.22)

CONTRACTOR: **APAC-KS, INC., SHEAR DIVISION**
 BY: 

Date: _____

APPROVED BY: THE CITY OF EMPORIA, KS
 BY: _____

Attest: _____
 CITY CLERK

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 3

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

Proclamation Naming October as National Disability Employment Awareness Month.

- *Mary Ann Newton and Shelly Kelley, Community Service Officer for the City of Emporia, to accept Proclamation.*

Above and Beyond Employee Award Winners:

- *Kale Neis, Fire Department*
- *Rick Rhodes, Public Works*
- *Jonathan Hull, Public Works*
- *Armando Mejia-Water Department*

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 4

SUBJECT: Design and Engineering Contract with BG Consultants for Sewer Lift Station #9 Upgrade.

RECOMMENDATION: Staff recommends approval of the Design and Engineering Contract with BG Consultants.

BACKGROUND SUMMARY:

There are only two of the very old style lift stations still in operation. One is lift station #6 which is currently contracted for replacement and the other is lift station #9 which is scheduled for replacement in 2017. Both of these lift stations were initially constructed in approximately 1962.

This style of lift station has not been in general production for at least twenty years. The newer designs are more dependable, reliable, easier to maintain, and much safer for employees who must perform maintenance and repair functions. Essentially, there are minimal confined space entry dangers with the newer lift station designs.

Lift Station #9 is approximately twenty-four feet below ground level. The new installation is planned to be in close proximity but final design will dictate the actual location.

The old station (currently in operation) will be taken out of service. Decommissioning will involve making the unit safe as it will be left in the ground due to the expense of removal. All gear will be removed, holes will be placed in the floor for drainage, the unit will be filled with sand or similar material, the top five feet will be removed and replaced with soil.

A breakdown of costs associated with the proposed contract with BG Consultants includes the Design (\$33,600), associated Construction Engineering (\$40,000), and Survey Services (\$8,500).

Staff respectfully requests approval of the proposed contract with BG Consultants in the total amount of \$82,100.

The approved Budget includes \$750,000 for this project.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**AGREEMENT
CONSULTANT-CLIENT**



THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Emporia, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2016 Lift Station 9 Improvements
Preliminary Engineering and Construction Engineering Services
Emporia, KS

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 **GENERAL DUTIES AND RESPONSIBILITIES**
- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.
- | | |
|----------|-------------------------------|
| Name: | Bruce Boettcher |
| Address: | 2508 W. 15 th Ave. |
| | Emporia, KS 66801 |
| Phone: | 620.343.7842 |
- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility:** The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Frank Abart

Address: 1220 Hatcher St.

Emporia, KS 66801

Phone: 620.340.6340

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Design Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a maximum not to exceed Total Fee according to **Exhibit 2** of this Agreement. The not to exceed Total Fee for the design of this project is a total of \$ 33,600.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

Construction Engineering Maximum Total Fee and Expense: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$ 40,000.00 Dollars. This fee is based on the scope of Services outlined in **Exhibit 1** of this Agreement and shall be completed within 40 Working Days. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value

will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to **Exhibit 2**. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in **Exhibit 1** when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an

emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not

assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 2016.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Emporia, Kansas

By:



By:

Printed Name:

Bruce Boettcher

Printed Name:

Mark McAnarney

Title:

Vice President

Title:

City Manager

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

Project: Lift Station 9 Improvements
Owner: City of Emporia, Kansas
Engineer: BG Consultants, Inc.

The Professional Services to be performed under this section are as follows:

A. PRELIMINARY ENGINEERING:

1. Consult with Client and Staff to coordinate each major section of the project development and design. These meetings may be formal council meetings and/or informal staff meetings, as deemed necessary by the Client related to the lift station and force main improvements.
2. Complete informational gathering by the field and office research for the project.
3. Assist with the solicitation and selection of a geotechnical firm to perform services as required by City.
4. Consult with the Client and regulatory agencies concerning the construction documents and requirements covering specific items of design.
5. Design lift station 9 improvements for either **Option 1 or 2** as outlined in technical memorandum dated 12/30/15 (BG project # 15-1449E).
6. Prepare preliminary and final cost estimates for project scope evaluation.
7. Prepare preliminary plans to be reviewed by the Client and the Kansas Department of Health and Environment (KDHE).
8. After review of the preliminary plans by the Client and KDHE, prepare final plans and specifications for the proposed construction work.
9. Construction plans, details and project specifications shall be prepared by using BG Consultants, Inc. standards.

B. CONSTRUCTION ENGINEERING:

1. Provide assistance of bid letting and contract preparation to assist the Client in the open bidding process and selection of a qualified contractor.
2. Review the contractor's submittals and submit written opinion of plan and specification compliance.

3. Perform construction engineering and construction observation as deemed necessary for the work being performed.
4. Compile logs for site visits and project monitoring.
5. Coordinate construction observation activities with the Client.
6. Prepare project performance certifications as required.
7. Prepare "As Built" plans from construction installation by the contractor.

C. SUPPLEMENTAL/ADDITIONAL BOUNDARY SURVEY SERVICES

1. Perform legal research and site survey activities to establish property boundary lines adjacent to the lift station no. 9 site.

D. SUPPLEMENTAL/ADDITIONAL SERVICES

2. Items listed in this section will require additional work by the CONSULTANT outside of the agreements scope of services.
3. Establishment of Right-of-Way or Easements required for the project.
4. Provide Right-of-Way and/or Temporary Easement descriptions, if needed.
5. Administration for obtaining appraisals or filing easements and the cost thereof.
6. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

EXHIBIT 2

COST AND SCHEDULE

Design services set forth in Exhibit 1, Item A - 1 through 9 the not to exceed TOTAL FEE of **\$33,600.00**. Billings will be made on a monthly basis for the prior month's work based on percent complete of scope of services. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Lump Sum fee.

Services will be performed a schedule including the following milestones:

1. Preliminary Construction Plans within 60 days of notice to proceed by the City.
2. Final Construction Plans within 15 days of Review by City.

Construction Engineering services set forth in Exhibit 1, Item B – 1 through 7 will be billed hourly, at standard hourly rates, NOT TO EXCEED **\$40,000.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Not To Exceed fee.

The fee included within this contract is based upon construction being accomplished within **40** working days. Construction duration beyond this duration may result in additional fees. Additional fees associated with construction duration would require City Council, as appropriate, and would be identified in a supplement to this agreement.

Supplemental/Additional Boundary Survey Services set forth in Exhibit 1, Item C 1 will be billed hourly, at standard hourly rates, NOT TO EXCEED **\$8,500.00**. All billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. For out-of- pocket expenses, material and mileage directly related to the Consultant's performance of this agreement. The out-of-pocket expense, materials and mileage shall be included in the Not To Exceed fee.

Attached is 2016 Standard Hourly Rates for BG Consultants, Inc.

**EXHIBIT 3
SPECIAL PROVISIONS**

None.

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 5

SUBJECT: Consider awarding a bid for the Merchant St. Stormsewer Replacement (Merchant Street at Railroad Crossing) Project No. SW1602.

RECOMMENDATION: Staff recommends awarding the project to Skillman Construction, LLC. for a total bid amount of \$ 97,964.82.

BACKGROUND SUMMARY:

At 2:00 p.m. on Tuesday, August 30, 2016, the City Engineer's Office publicly opened bids on the Merchant St. Stormsewer Replacement Project No. SW1602. The City had three bidders out of six plan holders submit a bid. The following are the bids received and the Engineer's Estimate.

Contractor	Total Bid
Skillman Construction, LLC	\$ 97,964.82
Nowak Construction Company	\$137,138.70
Rubick Construction, Inc.	\$108,618.01
Engineer's Estimate	\$ 102,566.00

This project is budgeted at \$100,000.00 out of the Multi-Year Fund.
Attached is the complete project bid tabulation sheet for the total bids.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**CITY OF EMPORIA, KS
 BID TABULATION
 FOR CONSTRUCTION OF MERCHANT STREET STORMSEWER REPLACEMENT
 PROJECT NO. SW1602**

August 30, 2016

Quantity	Units	Description	Skillman Construction		Rubick Construction, Inc		Nowak Construction Company, Inc		CITY ENGINEER'S ESTIMATE	
			New Strawn, KS		Williamsburg, KS		Goddard, KS		Unit	Total
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	L.S.	Mobilization	\$6,000.00	\$6,000.00	\$8,350.00	\$8,350.00	\$10,600.00	\$10,600.00	\$10,000.00	\$10,000.00
1	L.S.	Contractor Construction Staking	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,819.00	\$2,819.00	\$1,500.00	\$1,500.00
91	S.Y.	Pavement Removal	\$35.75	\$3,253.25	\$69.24	\$6,300.84	\$30.20	\$2,748.20	\$60.00	\$5,460.00
66	C.Y.	Flowable Fill	\$164.00	\$10,824.00	\$181.20	\$11,959.20	\$111.00	\$7,326.00	\$82.00	\$5,412.00
26	L.F.	Curb and Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$70.00	\$1,820.00	\$59.00	\$1,534.00	\$55.40	\$1,440.40	\$46.00	\$1,196.00
91	S.Y.	Concrete Pavement (8" Reinforced) (AE)	\$65.00	\$5,915.00	\$64.00	\$5,824.00	\$136.00	\$12,376.00	\$130.00	\$11,830.00
89	S.Y.	Bituminous Material (HMA) (2")	\$49.35	\$4,392.15	\$42.00	\$3,738.00	\$33.90	\$3,017.10	\$150.00	\$13,350.00
2	Ea.	Manhole (Storm) (Precast)	\$5,820.00	\$11,640.00	\$4,923.60	\$9,847.20	\$5,563.00	\$11,126.00	\$4,000.00	\$8,000.00
25	L.F.	Storm Sewer Pipe (10" PVC)	\$150.87	\$3,771.75	\$91.68	\$2,292.00	\$144.00	\$3,600.00	\$48.00	\$1,200.00
209	L.F.	Storm Sewer Pipe (15" PVC)	\$29.16	\$6,094.44	\$70.68	\$14,772.12	\$227.00	\$47,443.00	\$52.00	\$10,868.00
1	Ea.	15" x 10" Tee (PVC)	\$738.23	\$738.23	\$494.65	\$494.65	\$705.00	\$705.00	\$750.00	\$750.00
80	L.F.	Bore and Casing (24" Steel)	\$387.70	\$31,016.00	\$481.95	\$38,556.00	\$350.00	\$28,000.00	\$350.00	\$28,000.00
1	L.S.	Traffic Control	\$10,000.00	\$10,000.00	\$1,950.00	\$1,950.00	\$5,938.00	\$5,938.00	\$5,000.00	\$5,000.00
TOTAL AMOUNT OF BID:			\$97,964.82		\$108,618.01		\$137,138.70		\$102,566.00	

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 6

SUBJECT: Consider Granting Westar a Permanent Utility Easement.

RECOMMENDATION: Recommend Granting permanent utility easement to Westar.

BACKGROUND SUMMARY:

The permanent utility easement grants Westar access to an existing power line on City property North of 30th Avenue west of Prairie Street. Westar has prepared right of way agreement, and exhibits and has agreed to pay \$500.00 for easement. The utility easement is associated with the construction of the Edward's residence on 30th Avenue.

The proposed map is attached along with a copy of the signed and notarized utility easement.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

NE/4 SE/4 SE/4, S32, T18S, R11E

GRANT OF RIGHT OF WAY

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Emporia** ("Grantor") do hereby grant, convey and warrant unto **WESTAR ENERGY, INC.**, its successors, assigns and lessees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

On the Neosho River in the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE/4 SE/4 SE/4) of Section 32, more particularly described as being near a point 900 feet North and 350 feet West of the Southeast Corner of said section in Township 18 South, Rang 11 East, Lyon County, Kansas

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall

be burned or removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

WITNESS the hand of the Grantor this _____ day of _____, 2016.

City of Emporia

Rob Gilligan
Mayor

Kerry Sull
City Clerk

ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

I, the undersigned notary public, do hereby certify that **Rob Gilligan, as Mayor, on behalf of the City of Emporia**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this _____ day of _____, 20____.

Signature
Notary Public

Print Name

My appointment expires:

ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

I, the undersigned notary public, do hereby certify that **Kerry Sull, as City Clerk, on behalf of the City of Emporia**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

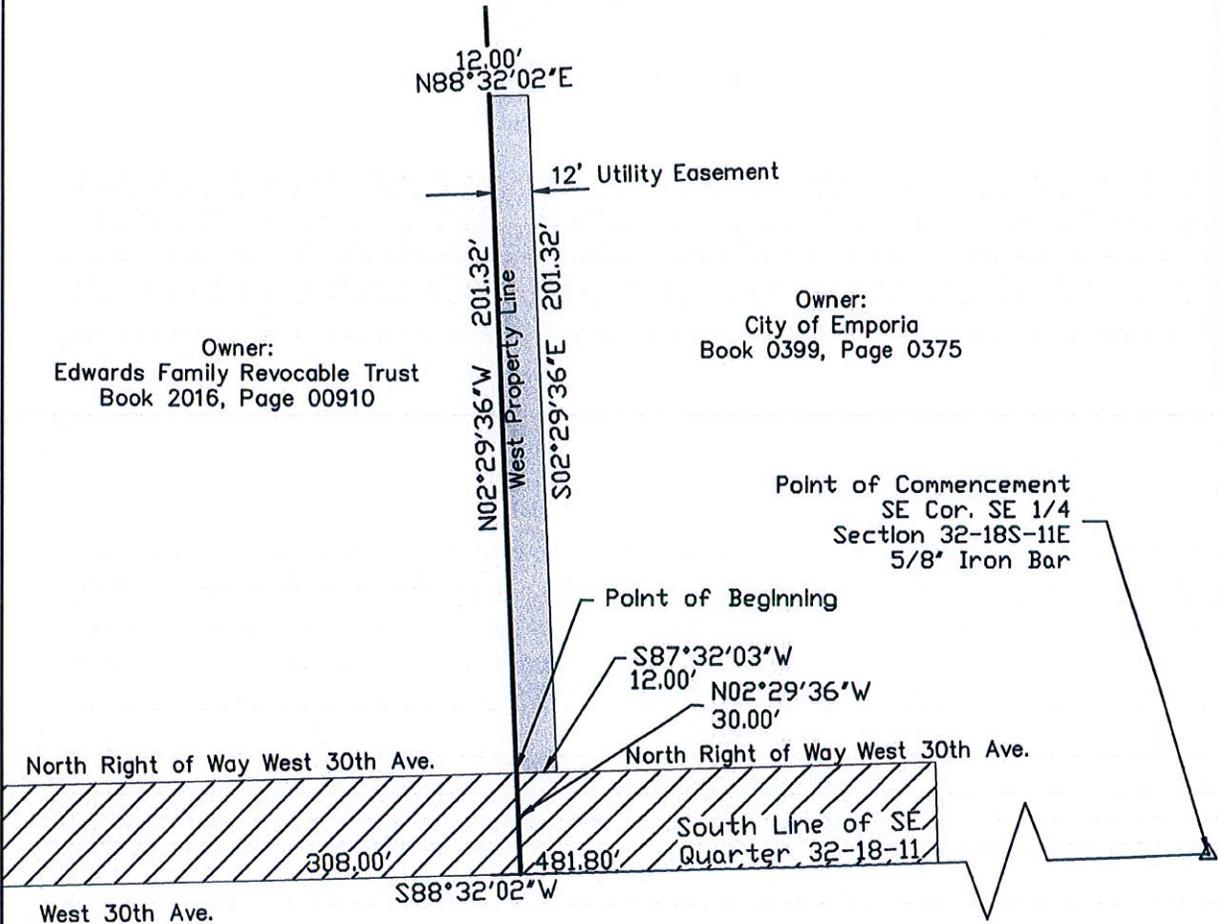
GIVEN under my hand and seal this _____ day of _____, 20____.

Signature
Notary Public

Print Name

My appointment expires:

Exhibit A
PROPERTY EASEMENT
LYD001
S32-T18S-R11E

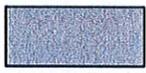


Owner:
 Edwards Family Revocable Trust
 Book 2016, Page 00910

Owner:
 City of Emporia
 Book 0399, Page 0375

Point of Commencement
 SE Cor. SE 1/4
 Section 32-18S-11E
 5/8" Iron Bar

Legend:

 Easement

 R/W

Prepared for:
 Westar Energy
 Proj. # 16-123
 16123LYD001
 Page 1 of 2



EXHIBIT A
CITY OF EMPORIA LYON COUNTY, KANSAS
ATLAS SURVEYORS, LLC. <i>Taking care of your needs</i>
207 South 5th Street Leavenworth, Kansas 66048 913.682.8600 913.682.8606 (F)

Exhibit A
PROPERTY EASEMENT
LYD001
S32-T18S-R11E

Description Proposed Easement

A 12 FEET WIDE TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 11 EAST, IN LYON COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°32'02" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 481.80 FEET; THENCE NORTH 02°29'36" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 30TH AVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 02°29'36" WEST, ALONG THE WEST PROPERTY LINE, A DISTANCE OF 201.32 FEET; THENCE NORTH 88°32'02" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 02°29'36" EAST, 12' EAST OF AND PARALLEL TO SAID PROPERTY LINE, A DISTANCE OF 201.32 FEET; THENCE SOUTH 87°32'03" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 12.00' TO THE POINT OF BEGINNING.

CONTAINS: 2,418.14 SQUARE FEET MORE OR LESS

I hereby certify that this legal description has been prepared by me or under my direct supervision.



ROGER B. DILL



EXHIBIT A

CITY OF EMPORIA
LYON COUNTY, KANSAS

ATLAS SURVEYORS, LLC.

Taking care of your needs

207 South 5th Street | Leavenworth, Kansas 66048 | 913.682.8600 | 913.682.8606 (F)

Prepared for:
Westar Energy
Proj. # 16-123
16123LYD001
Page 2 of 2

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 7

SUBJECT: Appointment Members to Accessibility Advisory Board.

RECOMMENDATION: Appointment Members

BACKGROUND SUMMARY:

The Accessibility Advisory Board has two members that are not eligible for reappointment, therefore leaving two openings on their board. There are several applicants for the openings:

B. Grace Jones
Elaine A. Gatlin
Damara G. Paris
Wendy N. Talley

Attached are the applications.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 04/01/2016

NAME:	B. Grace	Grace	Jones
	First Name	MI	Last Name

ADDRESS:	410 Turner Rd.		
	Street		
	Emporia	KS	66801
	City	State	ZIP

Email: jedidragonfly@gmail.com

PHONE: 620-343-1610

PLACE OF EMPLOYMENT: Ad Astra Food & Drink, also self-employed & semi-retired

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 33 years total

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
~~COMMUNITY HOUSING BOARD~~ ACCESSIBILITY ADVISORY Board

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:

APPLICANT FOR ACCESSIBILITY ADVISORY BOARD:

I have fully recovered from over three years of an "Invisible" disability of Chronic Mono, Chronic Fatigue, Fibromyalgia etc. It was documented by receiving Social Security Disability benefits for five years. I learned first-hand many of the external accessibility limitations imposed on the disabled that can only be fully understood by personal experience. This experience would be extremely valuable to the board. Someone can sit in a wheelchair and somewhat understand those mobility issues, but if you have not experienced an invisible disability, you have no comprehension of how dramatically the lack of accessibility affects the quality of life. These may be little nuances that go entirely un-noticed by most, but could improve accessibility and safety for all people, even those not disabled.

I grew up in Emporia from age 9-24. I was away 33 years and lived primarily in large metropolitan areas. I returned in 2007 and fell in love with Emporia in many unexpected ways. I now own the home where I was raised two blocks east of ESU campus. I'm committed, not only to my home, but the community of Emporia, ESU, Lyon County, Chase County and all surrounding counties.

Please respectfully consider the power of the input I can give to this important cause. Thank you!



APPLICATIONS FOR BOARDS & COMMISSIONS

 Applicants

 Trash

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 07/25/2016

NAME: Elaine A Gatlin
First Name MI Last Name

ADDRESS: 310 Carter st.
Street
Emporia KS 66801
City State ZIP

Email: joegat@sbcglobal.net

PHONE: 620-342-4358

PLACE OF EMPLOYMENT: Homemaker

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 44 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

~~Community Housing Board~~ AAC

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

I am currently on the Human Relations Commission. I would also like to be on the AAC after my husbands term expires. I think they are very connected as they deal with problems in our community.

OTHER ACTIVITIES AND INTERESTS:

HRC, Lyon county politics, gardening, reading local history, disability and civil rights

In Lieu of Signature, Click Here

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 04/16/2016

NAME:	Damara	G	Paris
	First Name	MI	Last Name

ADDRESS:	1210 Riley Avenue		
	Street		
	Emporai	KS	66801
	City	State	ZIP

Email: dparis@emporia.eu

PHONE: 6203415668

PLACE OF EMPLOYMENT: Emporia State University

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 2 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

~~HUMAN RELATIONS COMMISSION~~ AAC

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

I was invited to apply for the accessibility advisory board upon recommendation of one of the commissioners. PLEASE NOTE: I tried to select the accessibility advisory board several times, but received an error message. I selected another commission seat in hopes that this will go through. I currently oversee and teach in the Rehabilitation Counseling graduate program at ESU. I have over twenty years of experience managing non-profits, state agencies, and for-profit (Sprint) organizations that serve people with disabilities. I would be honored to serve on this committee to help the city of Emporia identify resources that improve the experiences of Emporia residents, particularly those who have disabilities.

OTHER ACTIVITIES AND INTERESTS:

I am actively involved in Indigenous communities. I also helped found the Berta I. Miller Foundation (through ECF), which provides textbook funding for special education and rehabilitation counselor majors.

In Lieu of Signature, Click Here



BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

My Fiancé suffers from an anoxic brain injury and is now disabled. I have done research on how to improve and maintain his quality of life. I have been active in his therapy, medical needs and I am his full-time care giver and partner in life. Through this experience I have learn the pros and cons of our health care system, rehabilitation system, disability system and how getting and receiving assistance works and know that things got to change to help people with disabilities live a better life. I have also experienced what it is like to be a caregiver of a person with disabilities and try to do everyday things with them, but find that many places are not kind or accessibly to people with disability. My biggest issue that I would love to change is restrooms. My fiancé refuses to go in the women's restroom with me and it is at most time frowned upon for me to go in the men's with him. Co-ed or family restrooms are hard to come by not just here in Emporia, but in the state. We will be traveling to Branson, Missouri in Oct., and by biggest fear is not find accessible restrooms for him to use with me needing to be assisting him. There are many things with our healthcare that I would love address, but that will take more space than is most likely allowed in this box. I want to represent that people who have an a voice, but may not have the ability to voice it in a way people may understand.

OTHER ACTIVITIES AND INTERESTS:

I love animal and being an advocate for them. I work with low income families and their 0-3 children to help them be better parents and learn how to advocate for themselves as their children grow, and encourage pregnant mom's to stay healthy during their pregnancy.

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 8

SUBJECT: Conduct a Public Hearing for the Hidden Vista housing development within the City's Rural Housing Incentive District.

RECOMMENDATION: Mayor Conduct Public Hearing

BACKGROUND SUMMARY:

In February, 2016, the Kansas Department of Commerce authorized the City to establish a Rural Housing Incentive District pursuant to K.S.A. 12-5241. The Hidden Vista development area was one of the districts approved in the original request. The purpose of such district is to encourage the development of housing in the rural cities and counties of Kansas experiencing a shortage of housing by authorizing direct assistance in the financing of public improvements that will support such housing. A shortage of desirable housing was supported by a housing needs analysis conducted by the City in December, 2015. On August 3rd, 2016 the City Commission approved Resolution No. 3583 to establish the district named Hidden Vista, located in northwest Emporia. Also declared in the Resolution was the intent to adopt the Development Plan, and conduct the required Public Hearing. Per Statute, the City shall present the Development Plan at the Public Hearing, and the developers shall be identified and present or represented.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

DEVELOPMENT PLAN

FOR THE MID KANSAS PROPERTIES, LLC

HIDDEN VISTA DEVELOPMENT

IN THE RURAL HOUSING INCENTIVE DISTRICT

OF THE CITY OF EMPORIA, KANSAS

AUGUST 3, 2016

INTRODUCTION

On January 20, 2016 the governing body of the City of Emporia, Kansas (the City) adopted Resolution No. 3577 that found and determined that:

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

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

Following the adoption of Resolution 3577, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On February 8, 2016, the Secretary of Commerce provided written confirmation, approving, among other districts, the establishment of the Mid Kansas Properties Rural Housing Incentive District (the District) (Resolution 3577).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of the Mid Kansas Properties, LLC Rural Housing Incentive District is attached as *Exhibit A* to this document.
A map of the District is attached as *Exhibit B* to this document.
2. The appraised value of all real estate within the District for 2016 is \$514; **the assessed valuation is \$154**. All values are for land only, no buildings or improvements exist.

3. The name and address of the owner of record for the real estate within the District is:
Mid Kansas Properties, LLC, P.O. Box 924, Emporia, KS 66801

4. The housing and public facilities project that are proposed to be constructed in the District include the following:

Housing Facilities

The housing facilities will be composed of 25 single-family homes, plus one common-area pool.

Public Facilities

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

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

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

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

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

T.J. Sauder
4610 Aminda
Shawnee, KS 66226

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

Steve Sauder
1966 Morningside Dr.
Emporia, KS 66801

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

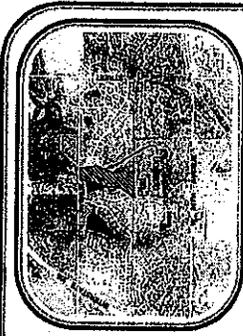
7. The City conducted a comprehensive analysis of the financial feasibility to determine whether the public benefits derived from the District will exceed the costs and that the income from the District would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as *Exhibit C*. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for the costs of financing the public infrastructure. The analysis indicates that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

HIDDEN VISTA FINAL PLAT LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, 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 NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 88°32'02" E. 385.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 88°32'02" E. 272.60 FEET; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 S. 01°27'58" E. 40.00 FEET TO THE NORTHWEST CORNER OF HIDDEN MESAS 2, A SUBDIVISION IN THE CITY OF EMPORIA; THENCE ALONG THE WESTERLY LINE AND WESTERLY LINE EXTENDED OF SAID HIDDEN MESAS 2 THE FOLLOWING FOUR COURSES:

- 1) S. 01°27'58" E. 35.08 FEET (HIDDEN MESAS 2: S. 00°03'52" E.)
- 2) S. 09°35'14" E. 222.94 FEET (HIDDEN MESAS 2: S. 08°11'08" E.)
- 3) S. 35°22'01" E. 68.88 FEET (HIDDEN MESAS 2: S. 33°57'55" E.)
- 4) S. 20°49'43" W 389.70 FEET (HIDDEN MESAS 2: S. 22°13'49" W.); THENCE S. 47°00'13" W. 53.38 FEET; THENCE S. 42°59'47" E. 115.06 FEET; THENCE S. 44°52'42" E. 60.00 FEET; THENCE S. 45°07'18" W. 90.00 FEET; THENCE S. 44°52'42" E. 169.72 FEET; THENCE S. 53°05'30" W. 181.76 FEET; THENCE S. 44°52'42" E. 112.33 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5 S. 88°41'30" W. 627.72 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID HIDDEN LAKES SUBDIVISION, SAID POINT BEING N. 88°41'30" E. 10.86 FEET FROM THE WEST SIXTEENTH CORNER OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE EAST LINE OF SAID HIDDEN LAKES SUBDIVISION THE FOLLOWING FOUR COURSES:
 - 1) N. 34°31'11" E. 382.58 FEET (HIDDEN LAKES SUBDIVISION: N. 36°04'49" E.)
 - 2) N. 01°39'13" W. 325.87 FEET (HIDDEN LAKES SUBDIVISION: N. 00°05'53" E.)
 - 3) N. 19°52'38" E. 284.29 FEET (HIDDEN LAKES SUBDIVISION: N. 21°26'16" E.)
 - 4) N. 07°21'15" E. 312.51 FEET (HIDDEN LAKES SUBDIVISION: N. 08°54'53" E.) TO THE NORTHEAST CORNER OF SAID HIDDEN LAKES SUBDIVISION; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 N. 01°27'58" W. 40.00 FEET POINT OF BEGINNING, CONTAINING 11.22 ACRES.



Legend

- ▲ Public Infrastructure
- Utility
- ② Proposed Lot Number
- ① Existing Lot Number
- US Utility
- PE Electric
- SE Sewer
- Water
- Gas
- Other

CURVE DATA

Curve No.	Stationing	Radius	Chord	Angle	Area
1	18711.50	1000.00	1000.00	90.00	78539.82
2	18711.50	1000.00	1000.00	90.00	78539.82
3	18711.50	1000.00	1000.00	90.00	78539.82
4	18711.50	1000.00	1000.00	90.00	78539.82
5	18711.50	1000.00	1000.00	90.00	78539.82
6	18711.50	1000.00	1000.00	90.00	78539.82
7	18711.50	1000.00	1000.00	90.00	78539.82
8	18711.50	1000.00	1000.00	90.00	78539.82
9	18711.50	1000.00	1000.00	90.00	78539.82
10	18711.50	1000.00	1000.00	90.00	78539.82
11	18711.50	1000.00	1000.00	90.00	78539.82
12	18711.50	1000.00	1000.00	90.00	78539.82
13	18711.50	1000.00	1000.00	90.00	78539.82
14	18711.50	1000.00	1000.00	90.00	78539.82
15	18711.50	1000.00	1000.00	90.00	78539.82
16	18711.50	1000.00	1000.00	90.00	78539.82
17	18711.50	1000.00	1000.00	90.00	78539.82
18	18711.50	1000.00	1000.00	90.00	78539.82
19	18711.50	1000.00	1000.00	90.00	78539.82
20	18711.50	1000.00	1000.00	90.00	78539.82
21	18711.50	1000.00	1000.00	90.00	78539.82
22	18711.50	1000.00	1000.00	90.00	78539.82
23	18711.50	1000.00	1000.00	90.00	78539.82
24	18711.50	1000.00	1000.00	90.00	78539.82
25	18711.50	1000.00	1000.00	90.00	78539.82
26	18711.50	1000.00	1000.00	90.00	78539.82

Certificate of the Register of Deeds:

This is to certify that the instrument was duly recorded in the Register of Deeds of the County of Lyon, Missouri, on this 15th day of June, 2015, at 10:15 A.M.

Transfer of Records:

Book of Records: 33
Page of Records: 25

County Treasurer Certificate:

Book of Taxes: 15
Page of Taxes: 10

County Surveyor Review Certificate:

Book of Surveys: 15
Page of Surveys: 10

Supervisor's Certificate:

Book of Supervisors: 15
Page of Supervisors: 10

City of Emporia Planning Commission Certificate:

Book of Planning: 15
Page of Planning: 10

City of Emporia Certificate of the Governing Body:

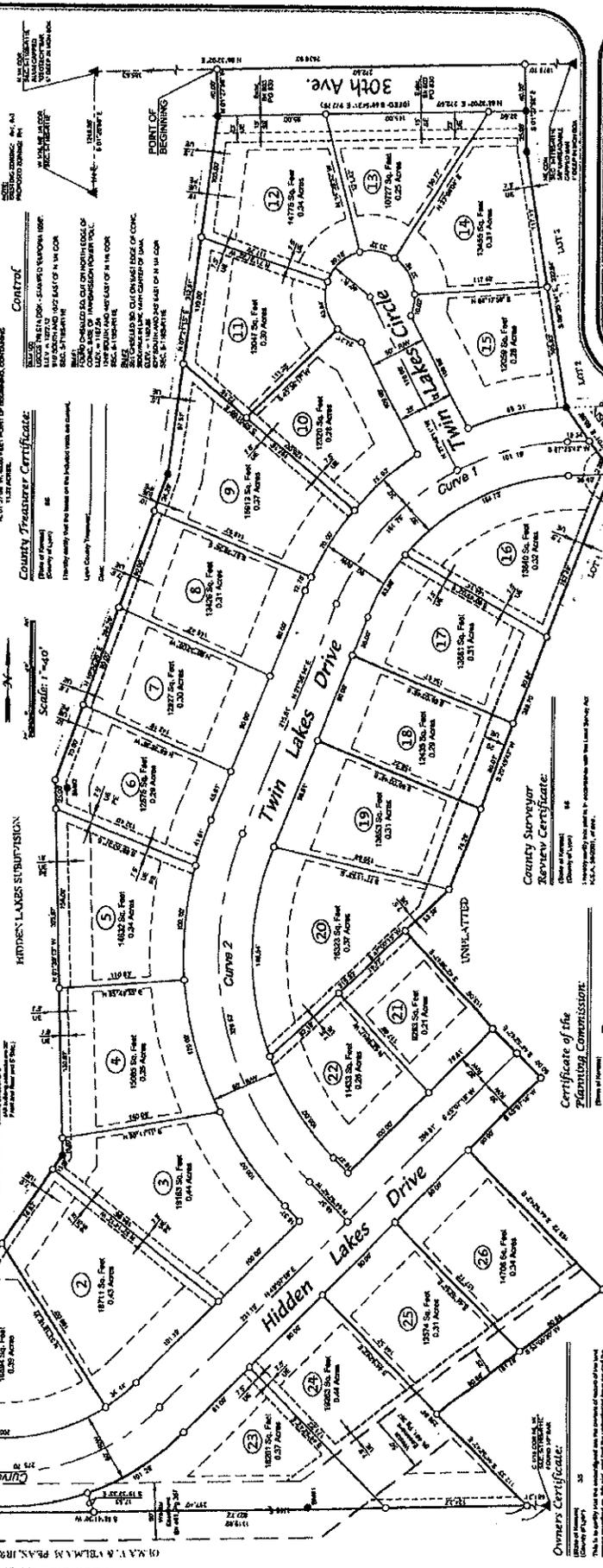
Book of Ordinances: 15
Page of Ordinances: 10

Notary Certificate:

Book of Notaries: 15
Page of Notaries: 10

Owner's Certificate:

Book of Owners: 15
Page of Owners: 10



FINAL PLAT

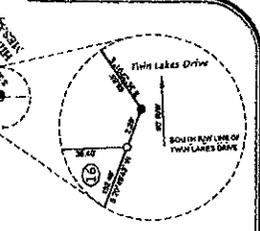
Hidden Vista

an Addition to the City of Emporia, Lyon County, Kansas

Prepared by:

BGS BGS Corporation, Inc.

JUNE 2015 15-1152E



County Surveyor Review Certificate:

Book of Surveys: 15
Page of Surveys: 10

Supervisor's Certificate:

Book of Supervisors: 15
Page of Supervisors: 10

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Page of Planning: 10

City of Emporia Certificate of the Governing Body:

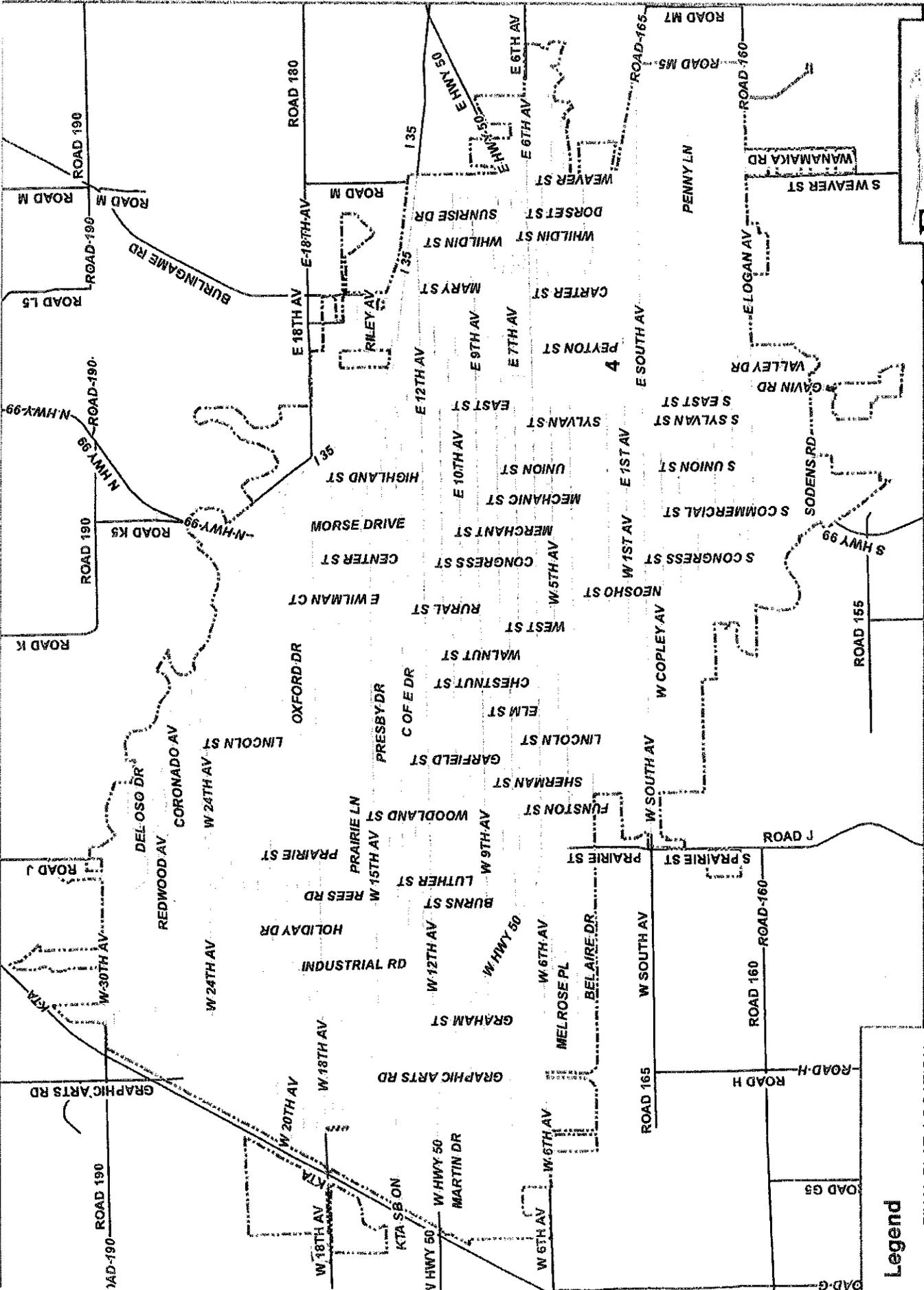
Book of Ordinances: 15
Page of Ordinances: 10

Notary Certificate:

Book of Notaries: 15
Page of Notaries: 10

Owner's Certificate:

Book of Owners: 15
Page of Owners: 10



Date: 7/14/2016

RHID DEVELOPMENT DISTRICT
DATA IS NOT SURVEY ACCURATE

Legend

- FINAL PLAT LOCATION
- City Limits



Date: 7/14/2016

RHID DEVELOPMENT DISTRICT
DATA IS NOT SURVEY ACCURATE

Legend

FINAL PLAT LOCATION

RHID- HIDDEN VISTA											Accum Tax For Program Period
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS											
Unimproved Tax Calculation											
Parcel #1930501001001050 (only area used for project)											
Parcel #1930501001001030											
Value	Assessment Rate	Assessed Value	Mill Levy	Base Year Tax							
44	0.3	13.20	0.163122	2.15							
470	0.3	141.00	0.163122	23.00							
TOTAL				25.15							
Improved Tax Calculation											
revised 1930501001001030											
Home Value	No. of Homes Built	Value	Assessment Rate	Assessed Value	Mill Levy	Gross Tax Increase	School Tax Exemp.	Tax Increase for Year	Program Year	Yrs. in Program	
300,000	0	1,500,000	0.115	172,500	0.168	28,980.00	230	28,750.00	1	14	402,500.00
300,000	4	1,200,000	0.115	138,000	0.168	23,184.00	184	23,000.00	2	13	299,000.00
300,000	4	1,200,000	0.115	138,000	0.168	23,184.00	184	23,000.00	3	12	276,000.00
300,000	4	1,200,000	0.115	138,000	0.168	23,184.00	184	23,000.00	4	11	253,000.00
300,000	4	1,200,000	0.115	138,000	0.168	23,184.00	184	23,000.00	5	10	230,000.00
300,000	4	1,200,000	0.115	138,000	0.168	23,184.00	184	23,000.00	6	9	207,000.00
	0								7	8	
	0								8	9	
	0								9	10	
	0								10	11	
	0								11	12	
	0								12	13	
	0								13	14	
	0								14	15	
	0								15		
	25							143,750.00			1,667,500.00
Estimated Tax Increase											25.15
											\$ 1,667,474.85
Estimated Eligible Infrastructure Costs											\$ 1,600,000.00

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 9

SUBJECT: Consider approval of an Ordinance to adopt the Development Plan for the Hidden Vista housing development within the City's Rural Housing Incentive District.

RECOMMENDATION: Mayor Sign Ordinance

BACKGROUND SUMMARY

In February, 2016, the Kansas Department of Commerce authorized the City to establish a Rural Housing Incentive District pursuant to K.S.A. 12-5241. The Hidden Vista development area was one of the districts approved in the original request. The purpose of such district is to encourage the development of housing in the rural cities and counties of Kansas experiencing a shortage of housing by authorizing direct assistance in the financing of public improvements that will support such housing. A shortage of desirable housing was supported by a housing needs analysis conducted by the City in December, 2015. On August 3rd, 2016 the City Commission approved Resolution No. 3583 to establish the district named Hidden Vista, located in northwest Emporia. Also declared in the Resolution was the intent to adopt the Development Plan, and conduct the required Public Hearing. Per Statute, the City shall present the Development Plan at the Public Hearing, and the developers shall be identified and present or represented.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS
ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND
ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC
FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN
CONJUNCTION THEREWITH (HIDDEN VISTA)

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated December, 2015 (the “Analysis”), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3577 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 8, 2016, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 3rd, 2016, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3583 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for September 7, 2016, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on September 7, 2016, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted September 7, 2016, was made in accordance with the provisions of the Act.

Section 2. Creation of the Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, in the City of Emporia, Lyon County, Kansas:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, 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 NORTH QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5
N. 88°32'02" E. 385.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5
N. 88°32'02" E. 272.60 FEET; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5
S. 01°27'58" E. 40.00 FEET TO THE NORTHWEST CORNER OF HIDDEN MESAS 2, A SUBDIVISION IN THE CITY OF EMPORIA; THENCE ALONG THE WESTERLY LINE AND WESTERLY LINE EXTENDED OF SAID HIDDEN MESAS 2 THE FOLLOWING FOUR COURSES:

- 1) S. 01°27'58" E. 35.08 FEET (HIDDEN MESAS 2: S. 00°03'52" E.)
- 2) S. 09°35'14" E. 222.94 FEET (HIDDEN MESAS 2: S. 08°11'08" E.)
- 3) S. 35°22'01" E. 68.88 FEET (HIDDEN MESAS 2: S. 33°57'55" E.)
- 4) S. 20°49'43" W 389.70 FEET (HIDDEN MESAS 2: S. 22°13'49" W.); THENCE
S. 47°00'13" W. 53.38 FEET; THENCE
S. 42°59'47" E. 115.06 FEET; THENCE
S. 44°52'42" E. 60.00 FEET; THENCE
S. 45°07'18" W. 90.00 FEET; THENCE
S. 44°52'42" E. 169.72 FEET; THENCE
S. 53°05'30" W. 181.76 FEET; THENCE
S. 44°52'42" E. 112.33 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 5
S. 88°41'30" W. 627.72 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID HIDDEN LAKES SUBDIVISION, SAID POINT BEING
N. 88°41'30" E. 10.86 FEET FROM THE WEST SIXTEENTH CORNER OF SAID NORTHEAST QUARTER OF SECTION 5; THENCE ALONG THE EAST LINE OF SAID HIDDEN LAKES SUBDIVISION THE FOLLOWING FOUR COURSES:

- 1) N. 34°31'11" E. 382.58 FEET (HIDDEN LAKES SUBDIVISION: N. 36°04'49" E.)
- 2) N. 01°39'13" W. 325.87 FEET (HIDDEN LAKES SUBDIVISION: N. 00°05'53" E.)
- 3) N. 19°52'38" E. 284.29 FEET (HIDDEN LAKES SUBDIVISION: N. 21°26'16" E.)
- 4) N. 07°21'15" E. 312.51 FEET (HIDDEN LAKES SUBDIVISION: N. 08°54'53" E.) TO THE NORTHEAST CORNER OF SAID HIDDEN LAKES SUBDIVISION; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5
N. 01°27'58" W. 40.00 FEET POINT OF BEGINNING, CONTAINING 11.22 ACRES.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on September 7, 2016, any one of the following occurs, the Governing Body shall take action to repeal this Ordinance:

1. The Board of Education of U.S.D. 253 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Lyon County, Kansas determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Unified School District 253 or Lyon County.

Section 5. Reimbursement. The Act authorizes the City to reimburse the developer for all or a portion of the costs of implementing the Plan through the use of the property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Emporia, Kansas and publication one time in the official City newspaper.

Passed by the Governing Body of the City of Emporia, Kansas and signed by the Mayor on September 7, 2016.

Robert F. Gilligan, Mayor

ATTEST

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 10

SUBJECT: Conduct a Public Hearing for Issuance of Industrial Revenue Bonds by the City of Emporia for the Chelsea Lofts project.

RECOMMENDATION: Conduct the Public Hearing.

BACKGROUND SUMMARY:

In accordance with Kansas Statutes, the City of Emporia is required to give public notice and conduct a public hearing in conjunction with the granting of a tax exemption related to the issuance of Industrial Revenue Bonds. The public notices have been sent to the other governmental agencies and a notice has been published in *The Emporia Gazette*.

A copy of the Public Notice is attached for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

(Published in the *Emporia Gazette* on August 26, 2016)

NOTICE OF PUBLIC HEARING FOR
ISSUANCE OF INDUSTRIAL REVENUE BONDS AND
GRANTING AN AD VALOREM TAX ABATEMENT

In accordance with K.S.A. 12-1749d, as amended, public notice is given that the governing body of the City of Emporia, Kansas (the "City") will conduct a public hearing in connection with the granting of a tax exemption related to the proposed issuance by the City of Emporia, Kansas of its Industrial Revenue Bonds, in one or more series, in an aggregate principal amount of not to exceed \$3,500,000. The public hearing will be on Wednesday, September 7, 2016, at 1:30 p.m., or as soon thereafter as possible, in the City Commission meeting room at City Hall, 522 Mechanic, Emporia, Kansas 66801. The Bonds are proposed to be issued by the City in the estimated amount not exceeding \$3,500,000 to finance the costs of purchasing, acquiring, constructing, furnishing and equipping a 49-unit, three story apartment building that includes approximately 1,200 square feet of ground floor commercial and/or retail space and related uses, commonly known as Chelsea Apartments and located at 1020 Commercial St. in Emporia, Kansas (the "Project").

The Bonds, which will make the Project eligible for an accompanying ad valorem property tax exemption, are proposed to be issued under authority of K.S.A. 12-1740 to 12-1749d, as amended. The proposed Project would be owned by the City and leased to Emporia Main Street Development Group, LLC, a Kansas limited liability company. A copy of this notice and the resolution of intent relating to the proposed financing is on file in the office of the City Clerk and is available for public inspection during normal business hours.

In the event the Bonds are not issued for any reason, the City of Emporia, Kansas, shall not be deemed to have assumed or incurred any liability or obligation to Emporia Main Street Development Group, LLC, or any other party by virtue of any proceedings or actions taken in connection with such Bonds.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place specified.

The governing body of the City will not take action authorizing the issuance of such Bonds or approving the accompanying tax abatement until the passage of seven (7) days from the date this Notice is published in the official city newspaper of the City of Emporia, Kansas, and until the public hearing is concluded.

CITY OF EMPORIA, KANSAS

By: /s/ Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 11

SUBJECT: Consider the approval of a Resolution authorizing the Governing Body of the City of Emporia, Kansas to exempt certain property acquired with the proceeds of Industrial Revenue Bonds.

RECOMMENDATION: Approve the Resolution.

BACKGROUND SUMMARY:

The Emporia City Commission previously approved Resolution No. 3559 on March 4, 2015 indicating its intent to issue Taxable Industrial Revenue Bonds in the approximate amount of \$3,500,000.00 for the Chelsea Lofts Project. This Resolution authorizes the approval of items purchased with the Industrial Revenue Bonds to be tax exempt for up to ten years.

A copy of the Resolution is attached for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

RESOLUTION NO. _____

OF THE

GOVERNING BODY

OF THE

CITY OF EMPORIA, KANSAS

RELATING TO AD VALOREM PROPERTY TAX ABATEMENT
IN CONNECTION WITH

[\$[PRINCIPAL AMOUNT – SERIES A]
TAXABLE INDUSTRIAL REVENUE BONDS
(EMPORIA MAIN STREET DEVELOPMENT, LLC)

[\$[PRINCIPAL AMOUNT – SERIES B]
SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS
(EMPORIA MAIN STREET DEVELOPMENT, LLC)

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS APPROVING AN AD VALOREM PROPERTY TAX EXEMPTION FOR PROPERTY ACQUIRED WITH THE PROCEEDS OF CERTAIN INDUSTRIAL REVENUE BONDS.

WHEREAS, the governing body of the City of Emporia, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), and all acts amending or supplementing the same, the City is authorized to issue revenue bonds of the City; and

WHEREAS, pursuant to Resolution No. 3559 of the City adopted March 4, 2015 indicating its preliminary intent to issue certain Industrial Revenue Bonds in an aggregate estimated principal amount of \$3,500,000 (hereafter, the "Bonds"); with the Bonds to be issued pursuant to the Act to pay costs incurred in connection with purchasing, acquiring, constructing, furnishing and equipping a 49-unit, three story apartment building, including approximately 1,200 square feet of ground floor commercial and/or retail space and related uses at 1020 Commercial Street in Emporia, Kansas and known as Chelsea Apartments (the "Project"); and

WHEREAS, the Project will be owned by the City and leased to Emporia Main Street Development, LLC (the "Tenant") and

WHEREAS, since the adoption of Resolution No. 3559 of the City, the City has caused a notice of the proposed issuance of the Bonds and the accompanying ad valorem property tax abatement on the Project to be published in the official City newspaper at least seven days prior to the date of this Resolution and has notified Lyon County, Kansas and Unified School District No. 253 in writing of its intent to consider the ad valorem tax abatement, as required by statute; and

WHEREAS, the City has caused a cost benefit analysis to be prepared in connection with its consideration of ad valorem property tax abatement on the Project, and the cost benefit analysis includes an analysis of the effect on state revenues; and

WHEREAS, the City conducted a public hearing on the ad valorem property tax exemption, and all persons present were given an opportunity to be heard on such matters.

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

SECTION 1. Tax Exemption. The City intends that the Project acquired with the proceeds of the Bonds be 100% exempted from ad valorem property taxation for a ten-year period commencing the calendar year after in which the Bonds are issued in accordance with Kansas law; provided proper application is made to and such exemption is ultimately granted by the Kansas Board of Tax Appeals, or other administrative body then having jurisdiction over such matters.

Section 2. Special Assessments. Any special assessment levied against the real property portion of the Project, if any, shall not be exempted or abated and shall continue to be the obligation of the Tenant, payable in the manner provided by law.

Section 3. Approval of Exemption. This Resolution is conditioned on the Board of Tax Appeals of the State of Kansas issuing an order exempting the Project from *ad valorem* taxation by and in accordance with Kansas law, including particularly K.S.A. 79-201a *Second*.

Section 4. Other Actions Required. The Mayor and City Clerk are authorized and directed to take all such other actions not inconsistent with this Resolution as necessary or desirable to accomplish the purposes contemplated by this Resolution.

Section 5. Effective Date. This Resolution shall become effective upon its approval and passage by the governing body of the City of Emporia, Kansas.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the governing body of the City of Emporia, Kansas on September 7, 2016.

CITY OF EMPORIA, KANSAS

[Seal]

By _____
Robert F. Gilligan, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The Governing Body of the City of Emporia, Kansas met in regular session at the usual meeting place in the City on September 8, 2016 at 1:30 p.m., with Mayor Robert F. Gilligan presiding, and the following members of the governing body present:

The following members absent:

Among other business, in accordance with a notice published on August 26, 2016 in the *Emporia Gazette*, and a notice to the County Clerk of Lyon County, Kansas and the Clerk of the Board of Education of Unified School District No. 253 mailed via certified mail, return receipt requested on August 26, 2016, a public hearing was convened by the governing body relating to the issuance by the City of Emporia, Kansas, of its Industrial Revenue Bonds in the principal amount of not to exceed \$3,500,000 (the "Bonds") for the purpose of purchasing, acquiring, constructing, furnishing and equipping a 49-unit, three story apartment building and related uses at 1020 Commercial Street in Emporia, Kansas (the "Project"), and granting of a tax exemption for Project financed by the Bonds.

All interested persons were given an opportunity to present their views on the Project and the granting of the tax exemption.

After the public hearing and presentation of the required Cost Benefit Analysis dated August 26, 2016, which included an analysis of the proposed effect on state revenues with respect to the granting of an ad valorem property tax exemption for the Project, the public hearing was closed.

A resolution was presented entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA,
KANSAS APPROVING AN AD VALOREM PROPERTY TAX EXEMPTION
FOR PROPERTY ACQUIRED WITH THE PROCEEDS OF CERTAIN
INDUSTRIAL REVENUE BONDS.

The Resolution was considered and discussed, and on motion of _____,
seconded by _____, the Resolution was adopted by vote of the majority of all
members present.

The Resolution was assigned No. _____.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the September 8, 2016 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 12

SUBJECT: Amendment to Downtown Parking Ordinance to Change Designated Parking on the eastside of Merchant, between the 700-800 Block.

RECOMMENDATION: Mayor Sign Ordinance

BACKGROUND SUMMARY:

BLI has requested a change to the designated parking on Merchant Street between 7th Avenue and 8th Avenue to allow vehicles to park there for at least 8 hours. The Joint Traffic Safety Committed voted 5-3 in favor of changing the parking on that block on July 18, 2016. City Staff has prepared an ordinance proposal which would change the parking designation on the east side of the street on the 700 block of Merchant Street to 24-hour parking, leaving the parking on the west side of the street at 2-hour parking, as previously designated.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO PARKING; AMENDING SECTION 25-85 PARKING IN THE DOWNTOWN DISTRICT.

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

Section 25-85 of the Code of the City of Emporia, Kansas, is hereby amended as follows:

“Sec. 25-85. Parking In The Downtown District:

Location	Beginning Location	Ending Location	Parking Regulation
Commercial Street	South Avenue	1st Avenue	8 hours west side
Commercial	Railroad tracks	South	24 hours both sides
Commercial	4th	Railroad tracks	2 hours both sides
Commercial	5th	4th	2 hours both sides
Commercial	6th	5th	2 hours both sides
Commercial	7th	6th	2 hours both sides
Commercial	8th	7th	2 hours west side
Commercial	9th	8th	2 hours both sides
Commercial	10th	9th	2 hours both sides
Commercial	11th	10th	2 hours both sides
Commercial	12th	11th	1 hour both sides
Market	6th	5th	Northernmost and southernmost 6 stalls reserved for civic auditorium; middle 2 stalls 2 hours
Mechanic	5th	4th	2 hours and 4 stalls reserved for sheriff west side; no parking east side
Mechanic	6th	5th	2 hours southern and northern stalls west side reserved for motorcycles middle stalls west side 2 hours and 3 stalls reserved for police east side
Mechanic	7th	6th	2 hours both sides
Merchant	4th	3rd	24 hours both sides
Merchant	5th	4th	2 hours both sides

Merchant	6th	5th	2 hours both sides
Merchant	7th	6th	15 minutes northernmost 7 stalls west side; 2 hours southernmost stalls west side; 2 hours east side
Merchant	8th	7th	2 hours west side; 24 hours east side
Merchant	9th	8th	2 hours both sides
Parking lot at NE corner of Market and 5th			24 hours all stalls
Parking lot at NE corner of Mechanic and 4th			24 hours all stalls
Parking lot at NE corner of 5th and Merchant			24 hours all stalls
Parking lot at NE corner of 6th and Merchant			2 hours all stalls
Parking lot at NE corner of 7th and Merchant			2 hours easternmost stalls; 24 hours remaining stalls; permit parking allowed
Parking lot at NW corner of Commercial and 4th			2 hours all stalls
Parking lot at SE corner of Market and 6th			Northeasternmost 3 stalls reserved for city; 24 hours remaining stalls
Parking lot at SE corner of Mechanic and 5th			24 hours all stalls
Parking lot at SE corner of Mechanic and 7th			24 hours all stalls; reserved 3 stalls at northwest corner of lot for commercial vehicles
Parking lot at SW corner of Mechanic and 7th			2 hours westernmost stalls; 24 hours remaining stalls
Parking lot at SW corner of Mechanic and 8th			10 hours northernmost stalls; 24 hours remaining stalls
Parking lot on			1 hour northernmost stalls; 2 hours

Mechanic between 6th and 5th			remaining stalls; permit parking allowed
4th Avenue	Commercial Street	Mechanic Street	2 hours both sides
4th	Merchant	Commercial	2 hours both sides
5th	Commercial	Mechanic	1 hour both sides
5th	Market	Union	Reserved for city vehicles
5th	Mechanic	Market	15 minutes north side; 1 hour south side
5th	Merchant	Commercial	2 hours both sides
6th	Commercial	Mechanic	1 hour both sides
6th	Market	Union	24 hours both sides
6th	Mechanic	Market	24 hours both sides
6th	Merchant	Commercial	2 hours north side; 30 minutes south side
7th	Commercial	Mechanic	2 hours both sides
7th	Mechanic	Market	24 hours south side
7th	Merchant	Commercial	2 hours both sides
8th	Commercial	Mechanic	2 hours both sides
8th	Merchant	Commercial	2 hours both sides
9th	Merchant	Commercial	24 hours north side; 2 hours south side
10th	Commercial	Mechanic	24 hours north side
10th	Merchant	Commercial	24 hours both sides
11th	Commercial	Mechanic	Westernmost 2 stalls 30 minutes and rest 2 hours south side
11th	Merchant	Commercial	2 hours north side; 24 hours south side

(Ord. 11-08, 2-2-2011; Ord. 12-10, 5-2-2012; Ord. 12-13, 5-16-2012; Ord. 16-_____, 9-7-2016)

PASSED AND APPROVED this 7th day of September, 2016.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 13

SUBJECT: Appoint LKM Conference

RECOMMENDATION: Make Appointments

BACKGROUND SUMMARY:

Then annual League of Kansas Municipalities (LKM) conference is October 8-10 at the Overland Park Convention Center & Sheraton Overland Park Hotel. A copy of the conference schedule is attached. The City traditionally pays the City Commissioners, City Manager, Assistant City Manager and City Attorney registration fees. The City also provides hotel accommodations if needed. Staff will need to know which Commissioners are planning to attend some of all of the conference as well as if overnight hotel arrangements as needed.

The annual business meeting is included in the closing of the general session at 2:45 p.m. on Monday, October 10th. The City is permitted to have 4 votes based on current population. The City may designate up to 4 delegates and 4 alternates to vote, although only one member may vote with the City's total 4 votes. The City has historically named 4 Commissioners as delegates and 1 Commissioner and the City Manager, Assistant City Manager and City Attorney as alternates. However, the naming of delegates and alternates is typically based on which officials will be able to attend the business meeting. The ballots naming the delegates and alternates must be delivered to the LKM offices by September 16th.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

Creating a Champion

City

League of Kansas Municipalities
2016 Annual Conference
October 8-10
Overland Park Convention Center &
Sheraton Overland Park Hotel

Register online:
lkm.org/event/2016annualconference



What characteristics comprise the perfect recipe for success when creating a champion city? At this conference, city officials will learn how to engage everyone; from your coaches (city leadership), team players (city staff), and fans (citizens) to develop a winning game plan. Join us in Overland Park October 8 - 10, 2016, for the premier training opportunity for Kansas city officials!

For more information and to register, visit lkm.org/event/2016annualconference

Schedule at a Glance

Friday, October 7	Saturday, October 8	Sunday, October 9	Monday, October 10
9:00 a.m. - 4:00 p.m. City Attorneys CLE	10:30 a.m. - 6:00 p.m. Registration Open	8:00 a.m. - 5:30 p.m. Registration Open	7:30 a.m. - 2:30 p.m. Registration Open
12:00 p.m. - 1:00 p.m. City Attorneys Luncheon	11:00 a.m. - 1:30 p.m. Legislative Policy Committee Meeting	9:00 a.m. - 10:00 a.m. Nominating Committee Meeting	7:30 a.m. - 8:30 a.m. Affiliate Breakfasts
1:00 p.m. - 1:50 p.m. City Attorneys Concurrent Breakout Sessions	2:00 p.m. - 5:00 p.m. Municipal Training Institute	10:15 a.m. - 10:45 a.m. New Attendee Orientation	8:30 a.m. - 9:30 a.m. Trade Show Open & Vendor Solution Sessions
2:00 p.m. - 3:45 p.m. City Attorneys CLE, continued	4:00 p.m. - 5:00 p.m. Governing Body Meeting	11:00 a.m. - 12:30 p.m. Opening General Session	9:45 a.m. - 10:45 a.m. Concurrent Workshops III
3:45 p.m. - 4:15 p.m. City Attorneys Reception	5:15 p.m. - 5:45 p.m. New Attendee Orientation	12:30 p.m. - 1:45 p.m. Trade Show Opening & Lunch	10:45 a.m. - 11:45 a.m. Trade Show & Vendor Solution Sessions
	6:00 p.m. Open Evening	2:00 p.m. - 3:30 p.m. Municipal Practice Roundtables & Concurrent Workshops I	12:00 p.m. - 1:25 p.m. Public Service Awards Luncheon
		3:30 p.m. - 4:30 p.m. Concurrent Workshops II	1:30 p.m. - 2:30 p.m. Concurrent Workshops IV
		4:30 p.m. - 5:30 p.m. KMIT Annual Meeting	2:45 p.m. - 3:45 p.m. Closing General Session & Business Meeting
		5:00 p.m. - 6:15 p.m. Trade Show & Host City Social	
		6:30 p.m. - 9:30 p.m. League Social Event	

NOTE: Schedule is tentative and subject to change.

Conference Highlights

Municipal Training Institute: Saturday Afternoon

Four Municipal Training Institute courses will be offered as separate pre-conference workshops on Saturday. Each course is \$100, refreshments and course materials included. A more detailed description of each of the courses is posted online with the conference information.

KOMA/KORA - CORE

Personnel Management - CORE

Emergency Planning - ELECTIVE

KanCap Workshop - ELECTIVE

First-time Conference Attendee Orientation: Two Opportunities Available

Is this your first time attending the League's Annual Conference? The First-time Attendee Orientation was so popular last year, we've added a second workshop time. Stop by Saturday or Sunday for an overview of the conference schedule, tips on how to make the most out of your conference experience, and instructions on how to download the Conference Mobile App. Connect with other first-timers, and hear from some seasoned conference attendees on what to expect.

Even if you're a long-time attendee, feel free to stop by and share tips, or get assistance downloading the App.

League's New Website: Navigation & Assistance

By the time conference occurs, hopefully you're familiar with the League's new website and member portal, but if not - don't worry! The League staff will be on hand at the registration area throughout the entire conference to assist with tutorials, answer questions, and help guide you through signing up and setting up your profile if you haven't already done so. Let us show you how this amazing new tool can benefit you!

Roundtable Discussions

All roundtables are scheduled for three consecutive sessions.
Sunday, October 9 • 2:00 p.m. - 3:30 p.m.

- Overview of 2016 Legislative Session
- Interns: A Valuable Resource
- Municipal Utilities = Progressive & Healthy Communities
- FLSA: What's New & Are You Ready?
- Welcoming Tiny Homes to Your City
- Supporting Breastfeeding Employees: The Laws & Benefits
- Social Media Do's & Don'ts for City Employees
- Opioids: What You Need to Know
- Valuing the Introvert
- Cyber Security - Are You Protected?
- Codification: Developing a Web-Based Code Benefits of PRIDE
- Advancing Your Career Through the KU Public Management Center
- Partnering with Your Community's Private College
- Women in Local Government
- Changes to Wireless Telecom Siting Laws
- Records Management
- KDHE: Brownfields & Contaminated Property Remediation

Workshop Sessions

The following are scheduled for concurrent workshops.
Sunday, October 9 • 2:00 - 3:30 & 3:30 - 4:30
Monday October 10 • 9:45-10:45 & 1:30-2:30

- A Report From the Campaign Trail
- Understanding the Clerk's Role
- Making Sense of Changes to the Gun Laws
- Abandoned Structures & Code Enforcement
- Identifying Programs to Attract Businesses & Workers
- Interpreting the Tax Lid
- Millennial Perspective in the Workplace
- Mental Health & Public Safety Initiatives
- Municipal Court Best Practices
- CHAMPS Initiative: Reducing Childhood Hunger
- Learning About Data: Salary Survey for Cities
- Personal Safety in the Workplace
- Successful Community Partnerships
- Why Afterschool Programs Matter
- Hosting Your Own Citizens Academy
- Developing Your Personal Support Team

General Session Keynote

Sunday, October 9 • 11:00 a.m. - 12:30 p.m.
Frank White

Jackson County Executive, & Royals Hall of Famer

"Leadership Lessons from a Champion"

One of the most popular players to ever wear the Royals blue, Frank White was inducted into the Royals Hall of Fame in 1994 and

his No. 20 has been retired. In November of 2014, White was elected 1st District At-Large Jackson County Legislator, chaired the Land Use Committee, and served on three other



committees: Budget, Public Works, and Health & Environment. His fellow Legislators voted to appoint him County Executive in January. White will join us as our keynote speaker to not only share his experience as a Champion Royal, but also share leadership stories in his role as a local government official.

Register before September 23
to secure the early bird rate!

lkm.org/event/2016annualconference

 #lkmcon16

NOTE: All workshop and roundtable discussion topics are subject to change. Refer to the program, distributed at conference, for final details.

PRICING: 2016 Annual Conference

Conference registration fees include admission to all sessions, networking, and meal events. Pre-conference workshops and lodging are not included in these fees. Additional details of registration rates are online.

Register at lkm.org/event/2016annualconference

Full Conference Rates

\$225 * City Official

Nonmember City Official Rate \$275
(Earlybird rate ends Sept. 23, then increases to \$260,
\$310 respectively)

\$75

Guest/Spouse

(Earlybird rate ends Sept. 23, then increases to \$110)

\$375

Company Representative

(For company representatives who are not
participating as vendor or sponsor. Earlybird rate
ends Sept. 23, then increases to \$410)

Single Day Conference Rates

\$140

Single Day/City Official

(Earlybird rate ends Sept. 23, then increases to \$175)

\$290

Single Day/Company Rep

(Earlybird rate ends Sept. 23, then increases to \$325)

Pre-Conference Workshop

\$100

MTI Registration

Nonmember MTI Registration \$125

City Attorney CLE

\$100

City Attorney

Nonmember City Attorney Rate \$135
(Friday Only; Earlybird rate ends Sept. 23,
then increases to \$135, \$170 respectively)

*City Attorneys may also register for the full conference, including the CLE for the \$225 city official rate.

Special Networking Opportunities

Whether it's during meals and social events, roundtable discussions and workshops, in the trade show hall, or simply in the hallway between sessions, you will want to take the time to tap the creative minds of your fellow city colleagues, vendors, and League staff. The League's Annual Conference provides a number of valuable networking opportunities. Below are just a few highlights of the conference:

Exhibit Hall: Various Times

Connect with 100 vendors who are showcasing their latest products and services for cities. Enjoy refreshments, networking with vendors, and prizes at the 2016 Host City Event & Exhibitor Social on Sunday afternoon.

Vendor-led "Solution Sessions" are making a return to this year's schedule. Learn how vendors can make your city a *Champion City!* Workshop and Roundtables led by vendors will be listed in the final program.

League Social Event: Sunday evening

The League is welcoming back the Capitol Steps for our evening entertainment. Over 30 years ago, the Capitol Steps began as a group of Senate staffers who set out to satirize the very people and places that employed them. Enjoy a buffet dinner and drinks before the troupe takes the stage.

General Information

What Do Fees Include?

Full Conference Registration: fee includes all educational sessions (excluding the pre-conference MTI workshops), social events, meals, and breaks. **No one will be admitted to any of the events without a badge.**

Single Day Registration: fee includes only those functions for the day registered, including educational sessions, social events, meals, and breaks.

Spouse/Guest Registration: fee includes admission to all conference social events. City officials, vendors, and/or sponsors will not be permitted to register as a spouse/guest under any circumstance.

Cancellations

Registrations may be cancelled until 5:00 p.m. on Friday, September 23 without penalty. After this deadline, cancellations will no longer be accepted and you will be responsible for payment in full. Cancellations must be in writing and sent to Anna DeBusk at adebusk@lkm.org. Phone cancellations will not be accepted.

All registrations are non-transferable after the deadline, and badges may not be transferred from one individual to another on site.

Visit the website for additional information.
lkm.org/event/2016annualconference

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 14

SUBJECT: Report from the City Manager on City Activities

RECOMMENDATION: This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

BACKGROUND SUMMARY: This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

Tentative Agenda for September 14, 2016 Study Session

- Update on Commission Goals
- Review Technology Security Plan

Joint Luncheon w/NRAB

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 15

SUBJECT: City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY:

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

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: September 7, 2016

ITEM NUMBER: 16

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

City Commission Request an Executive Session to discuss proprietary information with City Attorney.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

COMMISSION MEETING

7:00 P.M.

AUGUST 17, 2016

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, August 17, 2016, in the City Commission Meeting Room with Mayor Gilligan presiding and Commissioners Geitz, Giefer, Harmon and Mlynar present. Also present were City Manager McAnarney, Assistant City Manager Witt, City Clerk Sull and City Attorney Montgomery.

MAYOR AND CITY COMMISSIONERS REPORTS AND COMMENTS

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

Mayor Gilligan reviewed general information for the months of June and July for the community, including monthly sales tax receipts, CID collections for the Flint Hills Mall, building permits and information.

The following is general information for the month of June for the community:

1- Monthly Local Retail Sales Tax Receipts Update

2015	2016	
\$384,249.13	\$369,596.54	Decrease of \$14,652.59 for the month, and Overall increase of 1.07% from year 2015

2- City Share from County Tax

2015	2016	
\$190,759.65	\$182,284.63	Decrease of \$8,475.02 for the month, and Overall decrease of 0.25% from year 2015

3- Building Permits issued from 6/1/2016 to 6/30/2016 for new construction, remodeling / repairs and demolition.

Total number of building permits issued through Code Services:	47
Total of valuations associated with those building permits:	\$527,222.00
Total number of dollars collected for Building Permit Fees:	\$ 4,352.00

Flint Hills Mall CID for June	\$1,878.75
Year to Date Total	\$1,880.36

The following is general information for the month of July for the community:

1) Monthly Local Retail Sales Tax Receipts Update

2015	2016	
\$375,942.55	\$407,865.20	Increase of \$31,922.71 for the month, and Overall increase of 2.12% from the year 2015

2) City Share from County Tax

2015	2016	
\$186,901.85	\$200,834.58	Increase of \$13,932.73 for the month, and Overall increase of 0.83% from the year 2015.

3) Building Permits issued from 7/1/2016 to 7/31/2016 for new construction, remodeling/repairs and demolitions.

Total number of building permits issued through Code Services: 30
Total of valuations associated with those building permits: \$4,849,210.00
Total number of dollars collected for Building Permit Fees: \$ 14,912.25

Flint Hills Mall CID for July	\$22,352.97
Year to Date Total	\$24,233.33

Consent Agenda

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

- a. Consider minutes of the Regular Meeting held on August 3, 2016.
- b. Consider ratification of Payroll Ordinance for period ending August 5, 2016.
- c. Consider Approval of July Budget.
- d. Consider Change Order No. 1 for the Warren Way Paving Project No. PV1402.
- e. Consider Approval of Federal Aviation Administration Equipment Space Lease.

The vote follows: Commissioner Geitz, aye; Commissioner Harmon, aye; Commissioner Giefer aye, Commissioner Mlynar, aye; and Mayor Gilligan, aye.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments. No comments were made at this time.

**BUDGET
(Accept 2017 Budget)
(Public Hearing)**

City Manager McAnarney stated this is the final step in adopting the 2017 budget. The City is required by State law to hold a public hearing prior to the adoption of the annual budget. The City is asking for one (1) mil increase. This is mainly for an ambulance and additional Fire/EMS personnel. There will be no increase in Solid Waste or Water Fees. There will be an increase in Wastewater fees mainly to help pay for the new Wastewater plant. General Fund reserve level of 15% is met; Utility Fund reserve level of 20% are met. Will continue to reinvest in the community for items such as streets, sidewalks and quality of life projects. Water main replacement and improvements to the plant. Sewer plant upgrade begins and another sanitary sewer lift station is scheduled to be replaced. Continue to invest in equipment in Solid Waste division. Employees are scheduled to receive a 2.5% MERIT/COLA raise next year. The City is maintaining all existing programs and will continue the 5-year financial planning process and economic developments funds to support 3 local entities.

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

Janet Harrouff, Director of Administrative Services, was recognized and addressed the Governing Body. She reviewed the budget for 2017. She stated the official adopted budget is required by State Law to have a maximum cash carryover of 5% of eligible expenses. Staff added unallocated expenses to the General Fund budget. The amount for the 2017 FY is \$1,672,915.

Following further discussion, Commissioner Giefer made a motion to accept the 2017 Budget. Commissioner Mlynar seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Mlynar, aye; Commissioner Geitz, aye; Mayor Gilligan, aye; and Commissioner Harmon, nay.

HOUSING
(Grant Application for Housing Rehabilitation for CDBG Program)
(Resolution Number 3585)

Jeff Lynch, Community Development Coordinator, was recognized and addressed the Governing Body. He stated this grant application would be to request \$300,000 in grant funding to be matched with a total of \$105,000 in local cash and in-kind contributions to rehabilitate 16 owner-occupied homes in the southwest part of the city over a two-year program period.

Commissioner Geitz made a motion to approve Resolution Number 3585, a resolution authorizing the City to submit a grant application for Housing Rehabilitation to Kansas Department of Commerce Small Cities Community Development Block Grant Program. Commissioner Harmon seconded the motion. The vote follows: Commissioner Geitz, aye; Commissioner Harmon, aye; Commissioner Giefer, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

HOUSING
(Housing Rehabilitation for CDBG Program)
(Public Hearing)

Jeff Lynch, Community Development Coordinator, was recognized and addressed the Governing Body. He stated a public hearing is required by the CDBG program rules in order to apply for funding.

Mayor Gilligan then declared the public hearing opened.

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

BONDS
(Fire Department)
(G.O. Bonds - Purchase Fire Rescue Truck)
(Ordinance Number 16-34)

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING THE CITY TO ACQUIRE FIRE FIGHTING EQUIPMENT AND AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS TO PAY COSTS THEREOF, to which the City Clerk assigned Ordinance Number 16-34, was presented to the Governing Body for their consideration.

City Manager McAnarney stated the Commission has previously approved the purchase of a Fire Rescue vehicle the amount of \$442,370.12 from Pierce Manufacturing, Inc. The vehicle was purchased in cooperation with the National Purchasing Partners Government Fire Rescue Group Organization.

Following further discussion, Commissioner Harmon made a motion to approve Ordinance Number 16-34, an ordinance authorizing the City to acquire firefighting equipment and authorizing the City to issue general obligation bonds to pay the costs. Commissioner Mlynar seconded the motion. The vote follows: Commissioner Harmon, aye; Commissioner Mlynar, aye; Commissioner Geitz, aye; Commissioner Giefer, aye; and Mayor Gilligan, aye.

PLANNING AND DEVELOPMENT
(Application No. 2016-12 - Request of Tracy & Michelle Edwards)
(Annex Property Located at 2200 W. 30th Ave. into City Limits)
(Ordinance Number 16-35)

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS TO INCLUDE CERTAIN DESCRIBED LAND, to which the City Clerk assigned Ordinance Number 16-35, was presented to the Governing Body for their consideration.

Joe Foster, Zoning Enforcement Officer, was recognized and addressed the Governing Body. He stated this is the final step in the request from Tracy and Michelle Edwards to annex 5 acres (M/L) of property into the city limits, located at 2200 W. 30th Avenue in order to connect to city utilities. He stated the County Commission passed their Resolution 13-16 to approve the annexation of the property.

Commissioner Harmon made a motion to approve Ordinance Number 16-35, an ordinance to annex 5.27 acres of property into the city limits, located at 2200 W. 30th Avenue in order to connect to city utilities. Commissioner Giefer seconded the motion. The vote follows: Commissioner Harmon, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Mlynar, aye; and Mayor Gilligan, aye.

CITY CODE
(Amend Section 5-10 Transportation Services Policy)
(Towing)

Jim Witt, Assistant City Manager and Christina Montgomery, City Attorney, were recognized and addressed the Governing Body. They stated revisions have been made to the towing policy as discussed at a previous study session. The revised policy incorporates a two tier rotation list; refined zoning requirements for building and storage yard; not less than \$1,000,000 liability insurance coverage; application process to be on towing list and able to pass background check on all employees; CDL compliant with KCC requirements; Tier 2 must have equipment to handle larger vehicles including semi tractor-trailers. They stated small changes and adjustments to wording were made to add clarity to the new policy. No items were added that require additional steps for the towing community. This policy shall become effective on December 1, 2016 with a six (6) month review period with the towing companies. These changes coincide with state and federal regulations.

Commissioner Mlynar questioned going to a two tier system. She was in agreement with recommendations from city staff for a one tier system.

Commissioner Giefer stated he agreed with Commissioner Mlynar.

Following further discussion, Commissioner Geitz made a motion to approve revisions to City of Emporia Transportation Service Policy. Commissioner Harmon seconded the motion. The vote follows: Commissioner Geitz, aye; Commissioner Harmon, aye; Mayor Gilligan, aye; Commissioner Giefer, nay; and Commissioner Mlynar, nay.

**CITY COMMISSION
(City Manager's Report)**

This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public information that may be of a general interest. The following information was presented at the meeting:

TENTATIVE AGENDA FOR AUGUST 24TH STUDY SESSION

1. Review Request for Change of Downtown Parking Ordinance from 700-800 Block of Merchant.
2. Discuss Possible fundraiser at Soden's Grove.

Joint Luncheon w/Accessibility Advisory Board

EXECUTIVE SESSION

The Executive Session was cancelled.

Commissioner Mlynar then made a motion to adjourn. Commissioner Giefer seconded the motion. The vote follows: Commissioner Mlynar, aye; Commissioner Giefer, aye; Commissioner Geitz, aye; Commissioner Harmon, aye; and Mayor Gilligan, aye.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk