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**CITY COMMISSION  
WEDNESDAY, JUNE 17, 2026 AT 11:00 AM  
CITY COMMISSION CHAMBER**

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**ORDER OF BUSINESS**

**CALL MEETING TO ORDER**

Mayor Becky Smith

**MEMBERS PRESENT**

Vice-Mayor Tammi Ogle  
Commissioner Monica Duncan  
Commissioner Erren Harter  
Commissioner Kurt Steinkuhler

**PROCLAMATIONS**

Proclamation Recognizing National Teachers Hall of Fame Day as June 20, 2026

Accepted by: 2026 National Teachers Hall of Fame Inductees

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**PUBLIC FORUM**

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

**NEW BUSINESS**

**1) Appoint Member to the Community Housing Board & Land Bank**

*Presented by: Becky Smith, Mayor & Monica Duncan, Commissioner*

**Recommended Action:** Approve the appointment of David Maldonado to the Community Housing Board/Emporia Land Bank

**2) Award Bid for Concrete Pad Installation for Airport 24-Hour Refueling Equipment**

*Presented by: Julian Seaman, Assitant Airport Manager*

**Recommended Action:** Approve the low bid of \$42,000 from SR Coffman Construction Inc. to clear, prepare, and construct the new site

**3) Purchase of Elgin Street Sweeper for Public Works Department**

*Presented by: Brian Silcott, Public Works Director*

**Recommended Action:** Authorize the purchase of one (1) 2027 Elgin Whirlwind Street Sweeper from Key Equipment & Supply Company through Sourcewell Contract No. 093021-ELG in the amount of \$402,160.42 and a GPS System compatible with the City's GPS fleet management system and all documents necessary to complete the acquisition

**4) Lease Purchase of four Nissan Rogues**

*Presented by: Trey Cocking, City Manager*

**Recommended Action:** Authorize the City Manager to execute the Equipment Lease Purchase Agreement with Community National Bank & Trust and related documents for the acquisition of four (4) 2026 Nissan Rogues

5) **CDGB Bid Award for 417 Commercial**

*Presented by: Tayler Wash, Deputy City Manager*

**Recommended Action:** Award base bid and alternate #2, 4, and 6 to Mitchell Markowitz Construction contingent upon CDBG approval

6) **ICI Contract for SCADA Communications at Lift Station No. 1, Project No. LS1902**

*Presented by: Jim Ubert, City Engineer*

**Recommended Action:** City staff recommends awarding this SCADA contract to Integrated Controls, Inc. (ICI) for the SCADA controls at Lift Station No. 1 in the amount of \$121,961.00

**COMMUNICATIONS**

*Presented by Trey Cocking, City Manager.*

- 1) Financials & Permits
- 2) May Budget

**CONSENT AGENDA**

*Presented by Trey Cocking, City Manager.*

- 1) Commission Meeting Minutes for June 3, 2026

**INFORMATIONAL ITEMS**

*Presented by Trey Cocking, City Manager.*

- 1) Informational Items

**GOVERNING BODY COMMENTS**

Mayor Becky Smith  
Vice-Mayor Tammi Ogle  
Commissioner Monica Duncan  
Commissioner Erren Harter  
Commissioner Kurt Steinkuhler

**RECESS**

Recess to Evora Wheeler Conference Room for Study Session

**STUDY SESSION AGENDA ITEMS**

- 1) Large Volume Water User Policy
- 2) Prairie Paws Annual Update
- 3) Budget Discussion
- 4) Discuss Emporia Land Bank Housing Infill Project

**EXECUTIVE SESSION**

- 1) Recess into executive session for 25 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in the City Commission Chamber at approximately

\_\_:\_\_\_\_ a.m./p.m.

**ADJOURNMENT**



## PROCLAMATION

**WHEREAS**, the National Teachers Hall of Fame, founded in Emporia in 1989, is committed to recognizing and honoring exceptional career teachers, encouraging excellence in education, and celebrating the rich heritage of the teaching profession in the United States while inspiring future and current educators; and

**WHEREAS**, induction into this esteemed honor is reserved for distinguished career teachers who have devoted a minimum of twenty years to full-time classroom teaching from PreK through 12th grade, and the National Hall of Fame has, with this class, recognized 170 exceptional educators who have dedicated their careers to the education and enrichment of America's children; and

**WHEREAS**, five of the nation's most exemplary career educators: Margaret (Peg) Cagle, Reseda, CA; Dr. Melyssa Ferro, Caldwell, ID; Theresa Maughan, East Orange, NJ; Carla Neely, Cleveland, OH; and Dr. Michael A. Pope, Camp Zama, APO, will be inducted into the National Teachers Hall of Fame during a ceremony held in Emporia on June 20, 2026; and

**WHEREAS**, these career teachers have taken an active leadership role in improving their schools and disciplines, providing learning opportunities, creating a community of learners, making learning meaningful, and elevating the academic achievement of all students; and

**WHEREAS**, the National Teachers Hall of Fame is also honoring the National Education Association Education Support Professional of the Year, Ric Calhoun from Washington. While the award showcases one outstanding ESP each year, it also recognizes and honors the contributions that all ESPs make towards ensuring great public schools for every student; and

**WHEREAS**, the National Teachers Hall of Fame is commemorating educators who have sacrificed their lives at the 12th anniversary rededication of the National Memorial to Fallen Educators, the only national memorial of its kind in the state of Kansas, on June 20, 2026, in Emporia, Kansas; and

**WHEREAS**, the citizens of Emporia, Kansas have given their hearts to making the Hall of Fame week be a memorable experience for the inductees and guests through their hospitality and generosity as host families, volunteers, and Friends of Education sponsors, earning Emporia the nickname "Teacher Town, USA";

**NOW, THEREFORE, I, Becky Smith**, Mayor of the City of Emporia, Kansas, do hereby proclaim June 20, 2026, as

### **"NATIONAL TEACHERS HALL OF FAME DAY"**

in Emporia and am pleased to join our fellow citizens across the nation in recognizing these individuals and the essential role teachers play in our country.

On this 17<sup>th</sup> Day of June 2026

ATTEST:

\_\_\_\_\_  
Becky Smith, Mayor

\_\_\_\_\_  
Kerry Sull, City Clerk



## Commission Action Report

Appoint Member to the CHB/LB

**Title:** Appoint Member to the Community Housing Board/Emporia Land Bank

**Agenda Date:** June 17, 2026

**Presented By:** Becky Smith, Mayor &, Monica Duncan, Commissioner

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**Background:**

The Community Housing Board/Emporia Land Bank requests that the City Commission fill board openings with qualified candidates.

**Discussion:**

Applications were received, and approvals were made by Commissioners Becky Smith and Monica Duncan.

The representing Commissioners recommend the appointment of David Maldonado for a three (3) year term, expiring May 31, 2029.

**Recommended action:**

Approve the appointment of David Maldonado to the Community Housing Board/Emporia Land Bank.



City of Emporia Board Application

**Select board, commission, or committee to apply.**

- Community Housing Board/Land Bank

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**Name** David Maldonado

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**Address** [REDACTED]

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**Email** [REDACTED]

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**Phone number** [REDACTED]

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**Business Address** [REDACTED]

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**Business phone number** [REDACTED]

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**Occupation** Mortgage Loan Officer

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**Length of residency in Emporia** 7 years

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**Are you a registered voter?** Yes

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**College** Adams State University - Bachelor of Science - Banking and Finance ESU-  
Master of Business Administration

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**Hobbies** Baseball, golf, fishing, hunting

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**Are you currently serving on other boards, commissions, or committees?** Yes

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**If yes, name of board, commission, or committee.** United Way of the Flint Hills - Board of Trustees  
St. Catherine's Church - Finance Council

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**Have you served on a board, commission, or committee before?** Yes

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**If yes, which board, commission, or committee?** Emporia Area Chamber of Commerce - BOD  
UWFH - Board of Trustees, Finance Committee, and Executive Committee  
RDA - People's Recruitment Committee  
Kansas Spanish Speakers - BOD  
Emporia Area Chamber of Commerce - Ambassador's Group  
St. Catherine's Church - Finance Council

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**Please, list organization memberships and positions held.** Emporia Area Chamber of Commerce - Director  
UWFH - Trustee  
RDA - People's Recruitment Committee - Member  
Kansas Spanish Speakers - Treasurer

**Please, list areas of special interest.**

Affordable housing initiatives, housing development, public/private partnerships, grants, bonds, and other funding programs, zoning, density and land use, etc.

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**Please, enter basic resume information.**

- Bachelor's degree in Banking and Finance from Adams State University in Colorado
  - Master's degree in Business Administration from Emporia State University
  - 7 year work experience at ESB Financial
  - Served on multiple boards/committees (mentioned previously)
- 

**Please, tell us why you would like to be a member of this board, commission, or committee.**

To provide the board with my financial/banking expertise and support the community shaping process of Emporia. In addition, I'd like to join this board to learn about affordable housing initiatives, housing development, public/private partnerships, grants, bonds, and other funding programs, zoning, density and land use, etc.

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## Commission Action Report

Emporia Municipal Airport Capital Project AR2501  
24-Hour Self-Serve AVN Fuel Point Relocation

**Title:** Airport Self-Serve Aviation Fuel Point Relocation Construct Concrete Pad

**Agenda Date:** June 17, 2026

**Presented By:** Julian Seaman, Assistant Airport Manager

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### **Background:**

In July of 2025 the City accepted a \$208,000 KAIP grant from the Kansas Department of Transportation for the purchase of equipment (tanks, dispensers, piping) and relocation of the airport self-service fueling area. The self-service fueling area makes it possible for pilots to fuel their own airplanes both during manned airport hours and after hours.

### **Discussion:**

This fueling infrastructure is extremely vital to the airport as it ensures fuel sales even when city staff are not available. The relocation is needed to allow room for the airport apron expansion that will start as soon as the self-serve area is moved.

### **Financial considerations:**

KDOT has awarded us \$208,000 of the estimated \$260,000 cost to replace and relocate the self-serve fueling area. This leaves the city portion to be \$52,000. The commission accepted and signed that agreement in July, 2025.

### **Recommended action:**

Approve the low bid of \$42,000 from SR Coffman Construction Inc. to clear, prepare, and construct the new site.

### **Attachments:**

KDOT Agreement No. 453-25

Link: <https://emporiaks.portal.civicclerk.com/event/460/files/attachment/4259>

SR Coffman Construction Inc. bid of \$42,000 to clear & build site.  
Roy Miller Backhoe, LLC bid of \$43,000 to clear & build site.  
Leiser Excavating LLC bid of \$52,000 to clear & build site.  
Pictures depicting old and new location of self-serve at the airport.

**P.O. Box 983  
311 Peyton Street  
Emporia, KS 66801  
620-342-7200**

Airport Concrete Bid  
Public Works Center  
May 22, 2026

This quotation is for work to take place at 1005 Road 120 in Emporia, Kansas.

The following work is included:

- Remove 1,500ft<sup>2</sup> asphalt paving
- Remove 1,000ft<sup>2</sup> of turf
- Remove soil to allow for 8" concrete and 12" aggregate base
- Install 12" aggregate base
  - place, compact, moisture condition, and grade (2,500ft<sup>2</sup>)
- Form, pour, and finish 8", 4000psi concrete with ½" rebar on 2' centers (2,500ft<sup>2</sup>)
- Backfill concrete with on-site strippings

**Total Cost: \$42,000**

Nothing is included for relocating existing utilities, surveying, soil/compaction testing, rock excavation, and import/export of soils.

Thank you for the opportunity to bid this project. If you have any questions please call.

Sincerely,  
David Jones  
President



Estimate

ADDRESS  
 THE CITY OF EMPORIA- PUBLIC WORKS CENTER  
 1220 HATCHER  
 EMPORIA, KS 66801

ESTIMATE # 1150      DATE 06/08/2026      EXPIRATION DATE 07/08/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/08/2026	BID NUMBER: AR2501 BID TITLE: AIRPORT FUEL PT CONCRETE			
06/08/2026	-Saw cut 20' of asphalt across roadway. -Demo and haul off 1500 sq ft of up to 8" thick asphalt to on-site dump area. -Excavate 1500 sq ft up to 12" depth of dirt under existing asphalt and an additional 1000 sq ft 20" depth of dirt. -Spread and compact screenings for 2500 sq ft concrete pad. -Install 3 collision posts -Concrete will be 2500 sq ft reinforced and poured 8" thick (SUBTRACT \$3000 IF NO REINFORCEMENT IS NEEDED) -Backfill with existing dirt around concrete after allowed cure time. -Overseed grass around Concrete pad.	1	43,000.00	43,000.00
06/08/2026	DISCLOSURE			
06/08/2026	ROY MILLER BACKHOE LLC IS NOT liable for any damage to unmarked utilities. Any utilities that need to be found and are mismarked over 2 feet from the closest 2 markings to excavation site will be billed as time and material.  This Price is based on good diggable soils. If any rock, non-diggable, or frozen spoils that are found while excavating, the price will be voided, and the project will be evaluated before further progress is made.  All added work, idle time caused by other contractors or materials requested by the customer/company that are not stated above will be considered a "change order" at an additional cost.			
TOTAL				<b>\$43,000.00</b>

Accepted By

Accepted Date

LEISER EXCAVATING LLC  
WOMAN OWNED COMPANY  
2075 ROAD 20  
HARTFORD, KS 66854

DATE: 6/09/2026

Bidder: Leiser Excavating LLC  
Project name: Airport Fuel PT Concrete  
Project location: 1005 road 120, Emporia ks  
Public Works Department

Description: Removal of approximately 1500 square feet of asphalt and 1000 square feet of turf. Installing approximately 2500 square feet of 8" reinforced concrete with a 12" packed aggregate base. Concrete will have 5/8 rebar on 24 inch centers. Will pin new concrete into existing concrete. Also putting 3 collision posts. Will give time for electrical installation into base aggregate before concrete pour. Will dress up site.

**Total Bid: \$52,000.00**

THANK YOU FOR YOUR BUSINESS. WE HOPE TO BE OF SERVICE TO YOU IN THE FUTURE.

Drawing Name: I:\AVI\GENAIRPORTS\KANSAS\Emponia (EMP)\ACIP DATA SHEETS\KAIP\FY2026\ACAD\EMP KAIP FY26.dwg Jan 08, 2025 - 8:58am



Remove Existing Fuel System

Install Fuel System in New Location After Apron Expansion Project



15717 College Boulevard | Lenexa, Kansas 66219  
P 816.945.5840 | www.hwlochner.com

### FUEL SYSTEM RELOCATION ASSISTANCE

SHEET

# 1

DESIGNED BY

IJW

DRAWING NAME

EMPORIA FY26 KAIP

PROJECT NO.

CHECKED BY

SCALE

NOT TO SCALE

REVISION DATE

ISSUE DATE

01/08/2025



## Commission Action Report

### Authorization to Purchase Elgin Whirlwind Street Sweeper

**Title:** Authorization to Purchase Elgin Whirlwind Street Sweeper

**Agenda Date:** June 17, 2026

**Presented By:** Brian Silcott, Director of Utilities & Public Works  
Jeff Meek, Assistant Director of Public Works

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#### **Background:**

The City of Emporia maintains more than 175 miles of paved streets and currently operates two Elgin Whirlwind street sweepers. The 2014 Elgin Whirlwind has reached the end of its planned replacement cycle and is experiencing increasing maintenance costs and operational downtime. Replacement of the unit was included in the City's Capital Improvement Program and authorized for financing through Resolution No. 3788 as part of the Series 2026 General Obligation Bond issuance on February 18, 2026.

Meeting Agenda Packet & Approved Meeting Minutes Link:

<https://emporiaks.portal.civicclerk.com/event/543/files/agenda/1435>

Commission Action Report Link:

<https://emporiaks.portal.civicclerk.com/event/543/files/attachment/4925>

Following authorization and receipt of the bond proceeds, the Public Works Department obtained pricing through the Sourcewell cooperative purchasing program. Key Equipment & Supply Company submitted Proposal No. 2026-79624, dated June 5, 2026, for a replacement Elgin Whirlwind street sweeper configured to meet the City's operational needs.

#### **Discussion:**

The proposed purchase is a 2027 Elgin Whirlwind Pure Vacuum Street Sweeper with a dual-steer, dual-side broom configuration, maintaining consistency with the City's existing fleet and supporting continued use of current training, maintenance practices, parts inventory, and service support. Key features include an 8-cubic-yard hopper, Tier 4 Final diesel engine, automatic lubrication system, hopper deluge and washdown systems, auxiliary hydraulic pump, LED traffic safety lighting, and a one-year parts and labor warranty.

The Elgin Whirlwind is a proven municipal vacuum sweeper designed for roadway maintenance, debris removal, leaf collection, and stormwater management. Replacement of the 2014 unit is expected to improve fleet reliability, reduce maintenance downtime, and support removal of sediment and debris before entering the City's storm drainage system.

Pricing was obtained through the Sourcewell cooperative purchasing program, satisfying competitive procurement requirements while leveraging nationally solicited pricing and eliminating the need for a separate local bid process.

The proposed purchase price is \$402,160.42, which exceeds the \$400,000 estimate authorized by Resolution No. 3788 by \$2,160.42. This variance remains well within the cost escalation allowance authorized by the Commission.

This asset, and the existing 2014 and 2021 Elgin Whirlwind Streetsweepers will be integrated into the City's GPS fleet management system.



## **Commission Action Report**

### Authorization to Purchase Elgin Whirlwind Street Sweeper

#### **Financial Considerations:**

Funding for the purchase was authorized through Resolution No. 3788 and will be financed through proceeds of the City's Series 2026 General Obligation Bond issuance. The street sweeper purchase price is \$402,160.42, which exceeds the original project estimate by \$2,160.42, and excludes the cost of the GPS integration.

#### **Other Considerations:**

Final Commission authorization is required to execute the purchase and issue a purchase order. GPS fleet integration costs will be incorporated into the final project total upon receipt of vendor pricing and authorization.

#### **Recommended Action:**

Authorize the purchase of one (1) 2027 Elgin Whirlwind Street Sweeper from Key Equipment & Supply Company through Sourcwell Contract No. 093021-ELG in the amount of \$402,160.42 and a GPS System compatible with the City's GPS fleet management system and all documents necessary to complete the acquisition.

#### **Attachments:**

1. Purchase Proposal & Elgin Whirlwind Product Brochure (9-pages)

Sourcewell

Presents a

# Proposal Summary

Sourcewell Contract # 093021-ELG, Member # 137227

**Whirlwind**®  
Powerful. Durable.  
Pure Vacuum Sweeper.

**For**  
City of Emporia





### Whirlwind

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<b>Sidebrooms/Steering</b>	Dual Side-broom/Dual Steering
<b>Fuel Type</b>	Diesel
<b>Domicile</b>	Continental USA
<b>Hopper Capacity</b>	8 Yard
<b>Auxiliary Emissions Level</b>	Tier 4f
<b>Size of Sidebroom</b>	36"

### Basic Chassis Info

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<b>Source</b>	Elgin
<b>Chassis Brand/Model</b>	2027 M2 Dual Steer
<b>Chassis Mounting Charge</b>	Chassis Mounting Charge

### Chassis Equipment

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<b>Horn Options</b>	Standard Electric
<b>Cab Mounted Convex Mirrors</b>	12" Non-Heated Convex Mirrors
<b>Cab Mounted Rectangular Mirrors</b>	Right And Left Hand Heated And Remote Controlled Mirrors

### Brooms

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<b>Sidebroom Tilt Option Right Hand</b>	Yes (Includes Indicator)
<b>Sidebroom Tilt Option Left Hand</b>	Yes (Includes Indicator)





<b>Sidebroom Material</b>	Steel Bristles with Polyethylene Segments
<b>Auto Shutter Left Hand</b>	Yes
<b>Auto Shutter Right Hand</b>	Yes

### Conveyance & Hopper

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<b>Hopper Coating Systems</b>	Lifeline Hopper System
<b>Inspection Doors - Right</b>	Right Hand Door With Step & Handle
<b>Stainless Steel Screens</b>	Yes
<b>Hopper Deluge</b>	Yes

### Dust Control & Flush Systems

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<b>Fill Hose Length</b>	16'8"
<b>Front Spray Bar</b>	Yes
<b>Washdown</b>	Low Pressure Washdown

### Productivity Enhancements

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<b>Air Purge for Water System</b>	Yes
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### Component Protection

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<b>Autolube</b>	Sweeper Only
<b>Auxiliary Hydraulic Pump</b>	Yes

### Lighting & Compliance

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<b>Lighting</b>	Rear LED Beacon / LED Arrowstick
<b>Backup Alarms</b>	Federal Signal (Standard)
<b>Miscellaneous Lighting</b>	(2) Alternating Flashing Rear LED Lights

### Manuals and Warranty

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<b>Sweeper Warranty</b>	1 Year Parts and Labor
<b>Sweeper: Operators Manuals</b>	1
<b>Sweeper: Parts Manuals</b>	1
<b>Sweeper: Service Manuals</b>	1
<b>John Deere Operators Manuals</b>	1
<b>John Deere Parts Manuals</b>	1

### Paint & Decal

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<b>Paint Sweeper</b>	Standard White
<b>Elgin Logo</b>	Red Logo
<b>Paint Chassis</b>	Standard White






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<b>Whirlwind</b>	\$283,361.25
<b>Chassis</b>	\$122,500.00
<b>Sourcewell</b>	\$ - 8,500.83
<b>Frnt, del, install</b>	\$ 4,800.00
<b>Total is:</b>	<b>\$402,160.42</b>

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Price indicated includes approved Special Request  
 Price valid for 30 Days from date of 02-13-2026

Product Model: Whirlwind  
 Proposal Date: 06-05-2026  
 Quote Number: 2026-79624  
 Price List Date: 06-05-2026

QTY: 1

Customer Initials \_\_\_\_\_

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**Proposal Notes:**

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

***Due to the potential impact of tariffs on material costs, import fees, and overall pricing, the parties acknowledge that any changes in tariff regulations that significantly affect the cost of goods or services under this agreement may require renegotiation of pricing or, if necessary, cancellation of the order. If such a situation arises, Key Equipment & Supply reserves the right to modify or terminate the order upon written notice to the buyer, with any deposits or payments subject to a mutually agreed resolution.***

**Signed By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_





## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

**\*NOTE\*** The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.**

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY  
1300 W. Bartlett Road  
Elgin, Illinois 60120



11-20-2007





# TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_





## Commission Action Report

### Equipment Lease Purchase Agreement 2026 Nissan Rogues

**Title:** Equipment Lease Purchase Agreement 2026 Nissan Rogues  
**Agenda Date:** June 17, 2026  
**Presented By:** Trey Cocking, City Manager

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#### **Background:**

The City continues to evaluate multiple options for acquiring vehicles needed for City operations. These options include purchasing vehicles from local dealerships as well as utilizing fleet providers such as Enterprise. After reviewing available options, staff determined that purchasing through John North Ford was the most competitive option for these vehicles.

The City is interested in entering into a lease purchase agreement with Community National Bank & Trust to finance the acquisition of four (4) 2026 Nissan Rogues for City operation.

- Capital Cost per Vehicle: \$31,681
- Total Capital Cost: \$126,724
- Lease term runs through 2032 with semiannual payments of \$14,307.69
- Interest Rate: 4.54%
- Payments will be made from the General Fund

#### **Discussion:**

Staff evaluated several methods of obtaining a vehicle, including working with local dealerships and utilizing Enterprise fleet options. In this case, purchasing through John North Ford provided the most competitive pricing.

The purchase also includes a pilot maintenance program offered by John North Ford. Under this program, the dealership will provide all scheduled maintenance for the vehicle, including a new set of tires, for a period of three years. This approach allows the City to test a maintenance model that may reduce downtime and simplify fleet maintenance.

The vehicle will be used for governmental transportation purposes and will become City property upon completion of the lease purchase agreement.

#### **Financial Considerations:**

- Capital Cost: \$126,724
- Total Payments Over Term: \$143,076.90
- Total Interest Cost: \$16,352.90
- Funding Source: General Fund



## **Commission Action Report**

### Equipment Lease Purchase Agreement 2026 Nissan Rogues

#### **Recommended Action:**

Authorize the City Manager to execute the Equipment Lease Purchase Agreement with Community National Bank & Trust and related documents for the acquisition of four (4) 2026 Nissan Rogues.

#### **Attachments:**

- Vehicle Purchase Agreements – John North Ford
- Equipment Lease Purchase Agreement – Community National Bank & Trust









**Equipment Lease Agreement**

<b>Lessee</b>	<b>Lessor</b>
City of Emporia 111 East 6th Avenue Emporia, KS 66801	Community National Bank & Trust 701 Merchant St. Emporia, KS 66801

**Lease Number : 240001250**

Quantity	Description of Leased Equipment	Serial Number
1	Vehicle 1: 2026 Nissan Rogue	5N1BT3BB7TC833762
1	Vehicle 2: 2026 Nissan Rogue	5N1BT3BB7TC830022
1	Vehicle 3: 2026 Nissan Rogue	5N1BT3BB7TC833373
1	Vehicle 4: 2026 Nissan Rogue	5N1BT3BB8TC833821

Amount of Each Payment	Advance Payments	Initial Payment With Lease	Lease Term
Rental Payment \$ 14,307.69	First 0 Rental(s) in advance.	Total Advance \$ -	Total Payments 10
Sales/Use Tax	Last 0 Rental(s) in advance.	Lease Fee \$ -	Annual Lease Payment Due
Total Payment \$ 14,307.69		Initial Payment \$ -	Beginning 02/01/2027

**Terms And Conditions Of Lease**

1. LEASE. Lessor hereby leases to Lessee the personal property (the "Leased Equipment") described above, and in any schedules and Supplements to be attached to and become a part of this Lease. This Lease consisting of four (4) pages, correctly sets forth the entire agreement between Lessor and Lessee with respect to the use, possession and lease of the Leased Equipment. No agreements or understanding concerning the foregoing shall be binding on either of the parties unless specifically set forth in this Lease. The term "Lessor" shall include any assignee of the above-identified Lessor. THIS LEASE WILL NOT BE BINDING ON LESSOR UNTIL ACCEPTED BELOW. By execution of this Lease, the signer certifies that (s)he has read this Lease, INCLUDING THE FOLLOWING THREE (3) PAGES, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THIS LEASE ON LESSEE'S BEHALF. LESSEE APPOINTS LESSOR AS ATTORNEY-IN-FACT TO EXECUTE AND FILE UNIFORM COMMERCIAL CODE FINANCING STATEMENTS OR AMENDMENTS WITH RESPECT TO ANY OR ALL OF THE LEASED EQUIPMENT.

2. TERM AND RENTAL. The term of this Lease with respect to the Leased Equipment shall be as shown on the schedule set forth above, and shall commence on the date on which the Leased Equipment is delivered to and accepted by Lessee from the supplier or carrier, or other date as may be selected by Lessor. It is expressly understood that at all times the risk of damage to, or loss or destruction of the Leased Equipment shall be borne by Lessee and not by Lessor. The rent for the Leased Equipment shall be the amount stated above. If Lessee shall be in default of the payment of any sum of money to be paid under this Lease, Lessee shall pay a late charge equal to 10% of such unpaid amount due, plus any collection charges incurred by use of an independent collection agency, in the event such payment, or any part of the payment, remains unpaid for more than 10 days. Lessee shall pay Lessor rent, without deduction or offset, in the amounts and at the times shown on the schedule set forth above. Rent shall be payable at Lessor's office set forth above, or at such other place or to such other person as Lessor may, from time to time designate in writing. Lessee's obligations under this Lease after its acceptance of the Leased Equipment are not subject to cancellation, termination, modification, repudiation, excuse, set-off, or substitution, and are irrevocable and independent of Lessor's obligations.

3. WARRANTIES. Unless prohibited by LAW including being prohibited by the Kansas Consumer Protection Act, K.S.A. § 50-62 et seq. or similar law or regulation, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OF, OR THE FITNESS OR SUITABILITY OF THE LEASED EQUIPMENT FOR, ANY PURPOSE OR USE, OR ITS DURABILITY, OR WITH RESPECT TO INFRINGEMENT OR THE LIKE, EXCEPT THAT (1) IF THE LEASED EQUIPMENT IS NEW, ANY MANUFACTURER'S WARRANTY WILL BE EXERCISED FOR THE MUTUAL BENEFIT OF LESSOR AND LESSEE AS THEIR INTERESTS APPEAR; AND (2) LESSOR MAKES A WARRANTY OF DESCRIPTION AND A WARRANTY OF NON-INTERFERENCE WITH LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST FROM ACTS OR OMISSIONS OF LESSOR. LESSEE ACKNOWLEDGES THAT THE LEASED EQUIPMENT IS OF A TYPE, SIZE, DESIGN AND CAPACITY SELECTED SOLELY BY LESSEE AS SUITABLE FOR ITS PURPOSE, AND THIS LEASE IS INTENDED TO QUALIFY AS A FINANCE LEASE AS THAT TERM IS USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES PERSON OR OTHER AGENT OF THE SUPPLIER IS LESSOR'S AGENT. NO SALES PERSON OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERMS OR CONDITIONS OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS LEASE.

4. Additional Provisions  
See the attached three (3) pages for additional terms and conditions which are a part of this lease, INCLUDING CLAUSES 5, 15 AND 19, WHICH PROHIBIT ANY TRANSFER OF LESSEE'S INTEREST UNDER THIS LEASE AND MAKE TRANSFER AN EVENT OF DEFAULT.

Unconditional Guaranty	Acknowledgment of Terms
FOR VALUE RECEIVED, and in consideration of and as an inducement to Lessor to enter into this lease, the undersigned "Guarantors," whether one or more, jointly and severally, unconditionally, irrevocably and absolutely guarantee payment by Lessee of all monies due or to become due under this Lease and any renewals of this Lease. The provision on the reverse side of this form designated as "Additionally Guaranty Provisions" are incorporated as reference as if they were fully set out at this point.	This Lease and the other evidences of this obligation are the final expression of the parties' agreement and cannot be canceled, rescinded, terminated or modified after acceptance of the Leased Equipment by Lessee except by a writing signed by Lessor and Lessee, nor can they be contradicted by evidence of any prior or contemporaneous oral agreement. The parties affirm that no unwritten oral agreement between them exists. Any additional nonstandard terms are included in a separate rider attached to the lease.
_____ Date	The undersigned Lessee agrees to all terms and conditions set forth in this lease and on the attached three (3) pages
City of Emporia _____ Date	LESSEE:
_____ Date	Signed _____ Date
_____ Date	City of Emporia
_____ Date	_____ Date
_____ Date	Acceptance by Lessor
_____ Date	Community National Bank & Trust
Witness Name (Please Print) _____	Signed _____ Date
	Carla A. Barnett, President

5. TITLE; IDENTIFICATION; PERSONAL PROPERTY; NO TRANSFER OF LESSEE'S INTEREST. No right, title or interest shall pass to Lessee other than, and conditioned upon Lessee's fulfillment of the terms and conditions of this Lease, the right to maintain possession and use of the Leased Equipment for the full Lease term. The Leased Equipment shall remain Lessor's property. Lessor may require plates or markings to be affixed to or be placed on the Leased Equipment indicating its interest. Lessor and Lessee confirm their intent that the Leased Equipment always shall remain and be deemed as such, even if it later becomes attached or is affixed to real property. Lessee agrees to execute or have executed all agreements and other documents, in recordable form, by all parties having an interest in any real property to which any of the Leased Equipment is affixed, as Lessor, from time to time may reasonable request, with respect to the identity of the property. Lessee further consents to the recordation of all such agreements and documents. LESSEE AGREES NOT TO SELL, ASSIGN, SUBLET, PLEDGE, HYPOTHECATE, OTHERWISE ENCUMBER OR SUFFER A LIEN UPON OR AGAINST, OR OTHERWISE TRANSFER ANY INTEREST IN THIS LEASE OF THE LEASED EQUIPMENT. LESSEE AGREES NOT TO REMOVE THE LEASED EQUIPMENT FROM ITS PLACE OF INSTALLATION WITH LESSOR'S PRIOR WRITTEN CONSENT

## Equipment Lease Agreement

EQUIPMENT FROM HIS LEASE OF INSTALLATION WITH LESSOR'S PRIOR WRITTEN CONSENT.

6. LESSEE'S ACCEPTANCE. Upon delivery, Lessee shall make all necessary inspections and tests of the Leased Equipment in order to determine whether the Leased Equipment conforms to specifications and is in good condition and repair. Lessee shall notify Lessor promptly, in writing of any defect or other proper objection to the type or condition of the leased Equipment. In all events, prior to placing the Leased Equipment in service, Lessee shall execute and deliver to Lessor a Delivery and Acceptance Supplement, in form and substance satisfactory to Lessor.

7. USE; INSPECTION. Lessee will cause the Leased Equipment to be operated in accordance with applicable manufacturer's manuals or instructions by, competent and fully qualified personnel only; in accordance with applicable governmental regulations, if any; and for business purposes only. Lessor shall have the right from time to time during normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition, and proper maintenance of the Leased Equipment.

8. REPAIR OF LEASED EQUIPMENT. Lessee will keep the Leased Equipment in good repair and first-class mechanical condition without cost or liability to Lessor. Lessee shall not have authority, to incur expense for Lessor's account or in any way to encumber or subject to lien Lessor's leasehold or residual interest in the Leased Equipment. If a lien is asserted on the Leased Equipment for repair or maintenance, Lessor may discharge that lien and add the cost to amounts Lessee owes under this Lease as additional rent, payable on demand with interest the rate of 10% per annum from 30 days after demand, and failure to repay the same shall constitute an Event of Default under this Lease. All equipment, accessories, accessions, parts or replacements which become attached to or part of the Leased Equipment become Lessor's property. Lessee shall not make substantial alterations in the Leased Equipment without Lessor's prior written consent.

9. LICENSE FEES AND TAXES. Lessee will pay all fees for licensing, registration and certificates of title, and all taxes, charges or assessments incident to the ownership, use, operation and leasing of the Leased Equipment. Any taxes not included in the monthly payment will be billed by Lessor. Any such fees, taxes, charges, or assessments, if paid by Lessor shall be additional rent, payable on demand with interest at the rate of 10% per annum from 30 days after demand, and failure to repay the same shall constitute an Event of Default under this Lease.

10. INSURANCE; LESSOR'S PAYMENT. Lessee at its sole cost and expense, shall procure, maintain and pay for (a) insurance on the Leased Equipment for loss, theft or damage, for the full replacement value as determined by Lessor, naming Lessor as a loss payee; and (b) public liability and property damage insurance, naming Lessor as additional insured. All such insurance shall be in form and amount and with companies satisfactory to Lessor. Lessee shall deliver the policies of insurance or duplicates of certificates of insurance to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days written notice before the policy shall be materially altered or canceled. Insurance proceeds, at Lessor's option, shall be applied toward (a) replacement, restoration or repair of the Leased Equipment, or (b) payment of Lessee's obligations under this Lease. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and enforce all documents, checks or drafts for loss or damage under any such insurance. If Lessee fails to procure, maintain or pay for said insurance, or to pay any fees, assessments, charges or taxes as required in this Lease, Lessor shall have the right, but will not be obligated to obtain such insurance or make such payments, as the case may be. In that event, Lessee shall reimburse Lessor for such expenses upon demand, with interest at the rate of 10% per annum from 30 days after demand. Failure to repay the same shall constitute an Event of default under this Lease.

11. LOSS AND DAMAGE. Lessee assumes and shall bear all risk of damage to or loss, theft or destruction of the Leased Equipment from any cause ("Loss or Damage") including, without limitation, economic loss due to war or requisition of the Leased Equipment by any government agency, whether or not such Loss or Damage is covered by insurance. No such Loss or Damage shall relieve Lessee of any its obligations under this Lease. Lessee shall notify Lessor immediately of any Loss or Damage to the Leased Equipment. In the event of Loss or Damage to any unit of the Leased Equipment, Lessee at Lessor's option, shall; (a) repair or restore the Leased Equipment to good repair, condition and working order; (b) replace the Leased Equipment with similar equipment in good repair, condition and working order; or (c) pay Lessor in cash a mutually agreed upon appraised value for such unit at the time of Loss or Damage. Upon payment, this Lease will terminate only with respect to the Leased Equipment for which Lessee has so paid, and Lessee shall become entitled to said property "AS-IS, WHERE-IS" without any warranty, express or implied with respect to any matter.

12. LESSEE'S REPRESENTATIONS. Lessee represents, warrants and agrees that; (a) It has full power and authority and legal right to enter into and perform this Lease. The execution, delivery and performance of the Lease have been duly authorized by all necessary corporate or other legal action on the part or Lessee; will not require stockholder approval or consent of any trustee or holders of any indebtedness or obligations of Lessee; will not contravene any law, governmental rule, regulation or order binding on Lessee (or Lessee's Certificate of Incorporation or by-laws, if any); and will not contravene, constitute a default under, or result in the creation of any lien or encumbrance upon the property of Lessee under any indenture, mortgage, contract or other agreement to which Lessee is a party, or by which its subsidiaries may be bound or affected; (b) all consents and approvals of, the giving of notice to, registration with, and the taking of any other action in respect of any federal, state or foreign governmental authority or agency, necessary if at all to permit the transactions contemplated by this lease have been taken; (c) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any administrative agency which will materially adversely affect Lessee's condition, business or operations, or the condition business or operations of any of its subsidiaries, or Lessee's ability to perform its obligations under this lease; (e) the transaction contemplated by this Lease will raise no presumption of fraud and will be effective against all Lessee's creditors under applicable state and federal laws, including, without limitation, laws relating to fraudulent conveyances of bulk transfers; (f) it shall provide Lessor, upon request, with an opinion of counsel satisfactory to Lessor with respect to the foregoing matters.

13. INDEMNITY. Lessee shall indemnify and hold Lessor harmless from any and all claims, actions and damages including reasonable attorneys' fees and obligations, liabilities and liens (including those arising or imposed without Lessor's fault or negligence, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, or under the doctrine of "strict liability"), imposed upon, incurred by or asserted against Lessor, or its successors or assigns, arising out of the manufacture purchase lease possession, operation, condition, return or use of the Leased Equipment, or by operation of law. Lessee shall give Lessor prompt written notice if any matter indemnified against occurs, and agrees that upon written notice by Lessor of the assertion of such a claim, action damage, obligation, liability or lien, Lessee shall assume full responsibility for the defense of any such claim. This section shall survive termination of this Lease.

14. DEFAULT; REMEDIES. If Lessee shall fail to pay any installment of rent when due or to perform promptly any of the terms, covenants and conditions of this Lease, INCLUDING, WITHOUT LIMITATION, ASSIGNING, PLEDGING OR HYPOTHECATING LESSEE'S INTEREST AS PROVIDED IN CLAUSES 5 AND 15, or fail to perform any other agreement with Lessor and Lessor's opinion as to the existence of such failure shall be conclusive, then Lessor may, at its option, declare the remaining unpaid installments of "rent immediately due and payable, and Lessee's right to continue in possession of the Leased Equipment shall cease, all without notice or demand. The same right shall exist if any of the following events occur with respect to Lease: death (if an individual) dissolution (if a partnership or corporation); death or suspension of the usual business activities of any member (if a partnership); complete or partial liquidation or suspension of Lessee's usual business; filing of a voluntary or involuntary petition under any provision of the Bankruptcy Code; application for or the appointment of a receiver of the person or property; assignment for the benefit of any creditors; entry of judgment or the filing or issuance of any order, warrant of attachment or execution; filing or issuance of a notice of lien warrant for restraint, or notice of levy for taxes; making or sending notice of an intended bulk sale; or commencement of any proceedings so enforce a judgment. In any of such events, in addition to any other right or remedy provided by law, including Article 2A of the Uniform Commercial Code for any default, whether statutory or contractual, it shall be lawful for Lessor, and Lessee, authorizes and empowers Lessor, with the aid or assistance of any persons, to enter upon the premises or such other places as the Leased Equipment may be found, take possession of it and carry it away, all without process of law. Upon such repossession, Lessor shall have the following rights; (a) If, in Lessor's sole opinion, it would be impractical or impossible to rent the Leased Equipment, Lessor may sell the Leased Equipment at public or private sale, with Lessor having the right to purchase any or all of the Leased Equipment at such sale; pay all charges and expenses incurred by Lessor in connection with or incidental to (including a reasonable attorney's fee, if an attorney is used), storage, preparation for sale, and sale; and credit the remainder of the sale price of the Leased Equipment at the expressed termination date of the Lease term of each item of Leased Equipment so sold, to the unpaid balance of the rent, discounted to present value at that time using an annual rate of 10%. Lessee will remain liable for any deficiency. If suit is instituted to recover any rents or deficiency, a reasonable attorney's fee shall be added to the amount due. (b) In the alternative, Lessor may rent the Leased Equipment and credit the rental collected during the balance of the term of this Lease to the unpaid balance of rents under this Lease, after first deducting the costs and expenses of repossession (including a reasonable attorney's fee, if an attorney is used), storage until re-rented, reconditioning and repair of the Leased Equipment, and re-renting, with Lessee to remain liable for any deficiency.

15. ASSIGNMENT BY LESSEE. LESSEE SHALL NOT ASSIGN PLEDGE OR HYPOTHECATE THIS LEASE OR ANY INTEREST IN IT IN WHOLE OR IN PART, NOR SHALL LESSEE SUBLET OR LEND ANY LEASED EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. LESSEE'S INTEREST MAY NOT BE ASSIGNED OR TRANSFERRED BY OPERATION OF LAW. CONSENT TO ANY SUCH ACT SHALL NOT BE DEEMED CONSENT TO ANY SUBSEQUENT SIMILAR ACT.

16. ASSIGNMENT BY LESSOR. Lessor may assign this Lease or grant a security interest in it or in the Leased Equipment or both, in whole or in part, without notice to Lessee. If Lessee is given notice of such assignment, it shall acknowledge receipt of the notice in writing, if requested. Each assignee or secured party shall have all Lessor's rights, but none of Lessor's obligations under this Lease. LESSEE SHALL NOT ASSERT AGAINST ASSIGNEE AND/OR SECURED PARTY ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR. Regardless of any such assignment, Lessor agrees that lessee shall enjoy quiet use of the Leased Equipment subject to the terms and conditions of this Lease, except for acts beyond Lessor's control. Subject to the above provisions, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties to this Lease. Lessee agrees that no assignment by Lessor, nor any grant of a security interest in the Leased Equipment

## Equipment Lease Agreement

or in this Lease or the enforcement of such a security interest, shall be considered to be a transfer that impairs the prospect of obtaining return performance by, materially changes the duty of, or materially increases the burden or risk imposed on Lessee.

17. **FINANCIAL REPORTS.** Within 120 days after the end of its fiscal year, Lessee shall furnish Lessor, during the terms of this Lease, with annual financial statements and such other financial information as Lessor may from time to time request including, without limitation, reports filed with federal or state regulatory agencies. Lessee warrants and represents that all financial statements delivered to Lessor by or on Lessee's behalf, and any statements and data submitted to Lessor in connection with this Lease, are true and correct and fairly represent Lessee's financial condition for the periods involved.

18. **NOTICES.** All notices required or permitted under this lease shall be sufficient if delivered personally or mailed to the party at the address set forth in this Lease, or at such other address as either party may designate in writing from time to time. Any such notice shall be effective 48 hours after it has been deposited in the United States mail, duly addressed, and postage prepaid.

19. **NON-CANCELABLE LEASE; LESSEE'S OBLIGATIONS UNCONDITIONAL.** This Lease cannot be canceled except as expressly provided in this Lease. Lessee agrees that its obligations to pay all rent and any other amounts owing under this Lease shall be absolute and unconditional.

20. **LEASE EXPIRATION OPTIONS.** Provided the Lease has not been terminated and Lessee is not in default, Lessee shall have following options at the expiration of the Lease term.

(a) **Option to Purchase.** Lessee shall have the right to purchase all but not less than all, of the Leased Equipment on a "WHERE-IS-AS-IS" basis, at a price equal to the fair market value agreed upon by Lessor and Lessee. If Lessee and Lessor cannot agree, a qualified appraiser selected by Lessor and paid for by Lessee will determine the selling price. For purposes of this section, fair market value shall be determined on the basis of, and shall be equal to, the price which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a buyer currently in possession or used equipment dealer) and an informed and willing seller under no compulsion to sell. In such determinations, costs of removal from the location of current use shall not be a deduction from such value, and the items of Leased Equipment shall be deemed to be in the condition under which they are required to be maintained pursuant to this Lease Agreement. Lessee shall give Lessor written notice not less than 90 days prior to the end of the original or any extended Lease term of its intent to exercise the purchase option provided for in this section.

(b) **Option to Renew.** Lessee shall have the option to extend the Lease term for an additional term as to all but not less than all of the Leased Equipment. If Lessee chooses this alternative, Lessee shall give Lessor written notice not less than 90 days prior to the end of the then current Lease term. Rental terms shall be determined by Lessor and the rental amount shall be based on the then fair market rental value as agreed to by Lessor and Lessee or by a qualified appraiser selected by Lessor and paid for by Lessee.

(c) **Surrender.** If neither of the above options is exercised by Lessee, Lessee shall return each unit of Leased Equipment to Lessor at any locations specified by Lessor, free of all advertising or insignia placed on the Leased Equipment by Lessee and in good condition, repair and working order, ordinary wear and tear resulting from its proper use, excepted, by delivering the Leased Equipment to such location, at Lessee's sole cost and expense, including prepaid freight and the cost of insurance for the Leased Equipment in an amount specified by Lessor.

If none of the above options is exercised prior to Lease maturity, Lessee shall be liable for additional monthly rentals which will accrue in the same amount as prior rentals.

21. **FAILURE OR INDULGENCE NOT A WAIVER.** No failure or delay on Lessor's part in exercising any power, right or privilege shall operate as a waiver, nor shall any single or partial exercise preclude other or further exercise of any other right, power or privilege. All rights and remedies existing

22. **MISCELLANEOUS; NO CHANGE, WAIVER, DISCHARGE OR TERMINATION.** If more than one person executes this Lease as Lessee, all of Lessee's obligations under this Lease shall be the joint and several obligations of all such persons. Wherever the context permits, Lessee's representations and covenants under this Lease shall survive the delivery and return of the Leased Equipment. Any provision of this Lease which may be determined by a competent authority to be prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective, to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this lease, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by all parties to this Lease. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Lease. As used in this Lease the term "Lease" shall include all exhibits, schedules and supplements related or attached to this Lease. This lease shall in all respects be governed by, and construed in accordance with, the laws at the state where accepted by Lessor, including all matters of construction, validity and performance. Time is of the essence in this Lease.

**ADDITIONAL GUARANTY PROVISIONS.** Guarantors waive diligence, right of setoff, presentment, protest, notice of dishonor, demand for payment, notice of acceptance of this Guaranty, notice of nonpayment at maturity, and all other notices of any nature to which Guarantors might otherwise be entitled in connection with this Guaranty. Guarantors further agree that without notice to any one or more of them, Lessor may change the terms and conditions of payment of any monies due or to become due under this Lease; grant to Lessee extensions or renewals of any such indebtedness or part of any indebtedness upon such terms and conditions as Lessor may deem acceptable; release one or more parties or agree not to sue them; or modify or change any term of the lease; and this Guaranty shall extend to and cover such changed, renewed or extended indebtedness or terms without regard to the number of times the same may have been changed, renewed or extended, and without release of any Guarantor or other effect on this Guaranty. In case of default in the payment of any such indebtedness when due, Lessor may enforce this Guaranty against Guarantors, or any one of them, without first resorting to any other claim or remedy, including without limitation, having recourse to or making demand upon Lessee; obtaining possession of the Leased Equipment; or resorting to any security, liens, or collateral or other rights or remedies pertaining to such default. Guarantors' joint and several obligations under this lease shall not be discharged, impaired or affected by any action or omission of Lessor, or anything which might otherwise act as a Legal or equitable discharge of any of the Guarantors. Lessor may transfer, discount or assign any or all of said rights as are granted to Lessor by this Guaranty. This Guaranty shall inure to the benefit of Lessor's successors, assigns and legal representatives.

**Equipment Lease Agreement**

**Delivery and Acceptance**

<b>Lessee</b>	<b>Lessor</b>
City of Emporia 111 East 6th Avenue Emporia, KS 66801	Community National Bank & Trust 701 Merchant St. Emporia, KS 66801

<b>Quantity</b>	<b>Description of Leased Equipment</b>	<b>Serial Number</b>
1	Vehicle 1: 2026 Nissan Rogue	5N1BT3BB7TC833762
1	Vehicle 2: 2026 Nissan Rogue	5N1BT3BB7TC830022
1	Vehicle 3: 2026 Nissan Rogue	5N1BT3BB7TC833373
1	Vehicle 4: 2026 Nissan Rogue	5N1BT3BB8TC833821

**To Lessee:** Do not sign this acceptance until you have actually received the above-described property.

Lessee acknowledges receipt of all items of Leased Equipment described above and on any attached schedules, and, after inspection, accepts same as being in good condition on the date shown below in accordance with all warranties, agreements and representations, if any, made to Lessee by Supplier.

Date Equipment Accepted:      Date                                      Lessee:

Signed \_\_\_\_\_

City of Emporia

Signed \_\_\_\_\_

**Insurance Authorization (to be completed by LESSEE)**

This is to advise you that LESSEE'S authorized agent is:

Agent \_\_\_\_\_

Agency \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

The undersigned authorizes said agent to provide Lessor with an (All Risk) Insurance Policy or Certificate covering the items listed on the Lease. This policy must be endorsed to show the Lessor as "Loss Payee" on all physical damage of all leased equipment, and "Additional Insured" on public liability, including bodily injury and property damage, with a copy of the endorsement forwarded to Lessor. The amount of Insurance coverage must be no less than the original equipment cost, with replacement value coverage, with a maximum deductible not to exceed \$1,000.00 per occurrence. Lessee is liable for all deductible amounts.

LESSEE:

Signed \_\_\_\_\_

City of Emporia                                      Date

Signed \_\_\_\_\_









**Equipment Lease Agreement**

<b>Lessee</b>	<b>Lessor</b>
City of Emporia 111 East 6th Avenue Emporia, KS 66801	Community National Bank & Trust 701 Merchant St. Emporia, KS 66801

**Lease Number : 240001250**

Quantity	Description of Leased Equipment	Serial Number
1	Vehicle 1: 2026 Nissan Rogue	5N1BT3BB7TC833762
1	Vehicle 2: 2026 Nissan Rogue	5N1BT3BB7TC830022
1	Vehicle 3: 2026 Nissan Rogue	5N1BT3BB7TC833373
1	Vehicle 4: 2026 Nissan Rogue	5N1BT3BB8TC833821

Amount of Each Payment	Advance Payments	Initial Payment With Lease	Lease Term
Rental Payment \$ 14,307.69	First 0 Rental(s) in advance.	Total Advance \$ -	Total Payments 10
Sales/Use Tax	Last 0 Rental(s) in advance.	Lease Fee \$ -	Annual Lease Payment Due
Total Payment \$ 14,307.69		Initial Payment \$ -	Beginning 02/01/2027

**Terms And Conditions Of Lease**

1. LEASE. Lessor hereby leases to Lessee the personal property (the "Leased Equipment") described above, and in any schedules and Supplements to be attached to and become a part of this Lease. This Lease consisting of four (4) pages, correctly sets forth the entire agreement between Lessor and Lessee with respect to the use, possession and lease of the Leased Equipment. No agreements or understanding concerning the foregoing shall be binding on either of the parties unless specifically set forth in this Lease. The term "Lessor" shall include any assignee of the above-identified Lessor. THIS LEASE WILL NOT BE BINDING ON LESSOR UNTIL ACCEPTED BELOW. By execution of this Lease, the signer certifies that (s)he has read this Lease, INCLUDING THE FOLLOWING THREE (3) PAGES, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THIS LEASE ON LESSEE'S BEHALF. LESSEE APPOINTS LESSOR AS ATTORNEY-IN-FACT TO EXECUTE AND FILE UNIFORM COMMERCIAL CODE FINANCING STATEMENTS OR AMENDMENTS WITH RESPECT TO ANY OR ALL OF THE LEASED EQUIPMENT.

2. TERM AND RENTAL. The term of this Lease with respect to the Leased Equipment shall be as shown on the schedule set forth above, and shall commence on the date on which the Leased Equipment is delivered to and accepted by Lessee from the supplier or carrier, or other date as may be selected by Lessor. It is expressly understood that at all times the risk of damage to, or loss or destruction of the Leased Equipment shall be borne by Lessee and not by Lessor. The rent for the Leased Equipment shall be the amount stated above. If Lessee shall be in default of the payment of any sum of money to be paid under this Lease, Lessee shall pay a late charge equal to 10% of such unpaid amount due, plus any collection charges incurred by use of an independent collection agency, in the event such payment, or any part of the payment, remains unpaid for more than 10 days. Lessee shall pay Lessor rent, without deduction or offset, in the amounts and at the times shown on the schedule set forth above. Rent shall be payable at Lessor's office set forth above, or at such other place or to such other person as Lessor may, from time to time designate in writing. Lessee's obligations under this Lease after its acceptance of the Leased Equipment are not subject to cancellation, termination, modification, repudiation, excuse, set-off, or substitution, and are irrevocable and independent of Lessor's obligations.

3. WARRANTIES. Unless prohibited by LAW including being prohibited by the Kansas Consumer Protection Act, K.S.A. § 50-62 et seq. or similar law or regulation, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OF, OR THE FITNESS OR SUITABILITY OF THE LEASED EQUIPMENT FOR, ANY PURPOSE OR USE, OR ITS DURABILITY, OR WITH RESPECT TO INFRINGEMENT OR THE LIKE, EXCEPT THAT (1) IF THE LEASED EQUIPMENT IS NEW, ANY MANUFACTURER'S WARRANTY WILL BE EXERCISED FOR THE MUTUAL BENEFIT OF LESSOR AND LESSEE AS THEIR INTERESTS APPEAR; AND (2) LESSOR MAKES A WARRANTY OF DESCRIPTION AND A WARRANTY OF NON-INTERFERENCE WITH LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST FROM ACTS OR OMISSIONS OF LESSOR. LESSEE ACKNOWLEDGES THAT THE LEASED EQUIPMENT IS OF A TYPE, SIZE, DESIGN AND CAPACITY SELECTED SOLELY BY LESSEE AS SUITABLE FOR ITS PURPOSE, AND THIS LEASE IS INTENDED TO QUALIFY AS A FINANCE LEASE AS THAT TERM IS USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES PERSON OR OTHER AGENT OF THE SUPPLIER IS LESSOR'S AGENT. NO SALES PERSON OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERMS OR CONDITIONS OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS LEASE.

4. Additional Provisions

See the attached three (3) pages for additional terms and conditions which are a part of this lease, INCLUDING CLAUSES 5, 15 AND 19, WHICH PROHIBIT ANY TRANSFER OF LESSEE'S INTEREST UNDER THIS LEASE AND MAKE TRANSFER AN EVENT OF DEFAULT.

Unconditional Guaranty	Acknowledgment of Terms
FOR VALUE RECEIVED, and in consideration of and as an inducement to Lessor to enter into this lease, the undersigned "Guarantors," whether one or more, jointly and severally, unconditionally, irrevocably and absolutely guarantee payment by Lessee of all monies due or to become due under this Lease and any renewals of this Lease. The provision on the reverse side of this form designated as "Additionally Guaranty Provisions" are incorporated as reference as if they were fully set out at this point.	This Lease and the other evidences of this obligation are the final expression of the parties' agreement and cannot be canceled, rescinded, terminated or modified after acceptance of the Leased Equipment by Lessee except by a writing signed by Lessor and Lessee, nor can they be contradicted by evidence of any prior or contemporaneous oral agreement. The parties affirm that no unwritten oral agreement between them exists. Any additional nonstandard terms are included in a separate rider attached to the lease.
_____ Date City of Emporia	The undersigned Lessee agrees to all terms and conditions set forth in this lease and on the attached three (3) pages
_____ Date	LESSEE:
_____ Date	Signed _____ City of Emporia Date
_____ Date	Signed _____ Date
_____ Date	Acceptance by Lessor Community National Bank & Trust
Witness Name (Please Print)	Signed _____ Carla A. Barnett, President Date

5. TITLE; IDENTIFICATION; PERSONAL PROPERTY; NO TRANSFER OF LESSEE'S INTEREST. No right, title or interest shall pass to Lessee other than, and conditioned upon Lessee's fulfillment of the terms and conditions of this Lease, the right to maintain possession and use of the Leased Equipment for the full Lease term. The Leased Equipment shall remain Lessor's property. Lessor may require plates or markings to be affixed to or be placed on the Leased Equipment indicating its interest. Lessor and Lessee confirm their intent that the Leased Equipment always shall remain and be deemed as such, even if it later becomes attached or is affixed to real property. Lessee agrees to execute or have executed all agreements and other documents, in recordable form, by all parties having an interest in any real property to which any of the Leased Equipment is affixed, as Lessor, from time to time may reasonable request, with respect to the identity of the property. Lessee further consents to the recordation of all such agreements and documents. LESSEE AGREES NOT TO SELL, ASSIGN, SUBLET, PLEDGE, HYPOTHECATE, OTHERWISE ENCUMBER OR SUFFER A LIEN UPON OR AGAINST, OR OTHERWISE TRANSFER ANY INTEREST IN THIS LEASE OF THE LEASED EQUIPMENT. LESSEE AGREES NOT TO REMOVE THE LEASED EQUIPMENT FROM ITS PLACE OF INSTALLATION WITH LESSOR'S PRIOR WRITTEN CONSENT

## Equipment Lease Agreement

EQUIPMENT FROM HIS LEASE OF INSTALLATION WITH LESSOR'S PRIOR WRITTEN CONSENT.

6. LESSEE'S ACCEPTANCE. Upon delivery, Lessee shall make all necessary inspections and tests of the Leased Equipment in order to determine whether the Leased Equipment conforms to specifications and is in good condition and repair. Lessee shall notify Lessor promptly, in writing of any defect or other proper objection to the type or condition of the leased Equipment. In all events, prior to placing the Leased Equipment in service, Lessee shall execute and deliver to Lessor a Delivery and Acceptance Supplement, in form and substance satisfactory to Lessor.

7. USE; INSPECTION. Lessee will cause the Leased Equipment to be operated in accordance with applicable manufacturer's manuals or instructions by, competent and fully qualified personnel only; in accordance with applicable governmental regulations, if any; and for business purposes only. Lessor shall have the right from time to time during normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition, and proper maintenance of the Leased Equipment.

8. REPAIR OF LEASED EQUIPMENT. Lessee will keep the Leased Equipment in good repair and first-class mechanical condition without cost or liability to Lessor. Lessee shall not have authority, to incur expense for Lessor's account or in any way to encumber or subject to lien Lessor's leasehold or residual interest in the Leased Equipment. If a lien is asserted on the Leased Equipment for repair or maintenance, Lessor may discharge that lien and add the cost to amounts Lessee owes under this Lease as additional rent, payable on demand with interest the rate of 10% per annum from 30 days after demand, and failure to repay the same shall constitute an Event of Default under this Lease. All equipment, accessories, accessions, parts or replacements which become attached to or part of the Leased Equipment become Lessor's property. Lessee shall not make substantial alterations in the Leased Equipment without Lessor's prior written consent.

9. LICENSE FEES AND TAXES. Lessee will pay all fees for licensing, registration and certificates of title, and all taxes, charges or assessments incident to the ownership, use, operation and leasing of the Leased Equipment. Any taxes not included in the monthly payment will be billed by Lessor. Any such fees, taxes, charges, or assessments, if paid by Lessor shall be additional rent, payable on demand with interest at the rate of 10% per annum from 30 days after and demand, and failure to repay the same shall constitute an Event of Default under this Lease.

10. INSURANCE; LESSOR'S PAYMENT. Lessee at its sole cost and expense, shall procure, maintain and pay for (a) insurance on the Leased Equipment for loss, theft or damage, for the full replacement value as determined by Lessor, naming Lessor as a loss payee; and (b) public liability and property damage insurance, naming Lessor as additional insured. All such insurance shall be in form and amount and with companies satisfactory to Lessor. Lessee shall deliver the policies of insurance or duplicates of certificates of insurance to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days written notice before the policy shall be materially altered or canceled. Insurance proceeds, at Lessor's option, shall be applied toward (a) replacement, restoration or repair of the Leased Equipment, or (b) payment of Lessee's obligations under this Lease. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and enforce all documents, checks or drafts for loss or damage under any such insurance. If Lessee fails to procure, maintain or pay for said insurance, or to pay any fees, assessments, charges or taxes as required in this Lease, Lessor shall have the right, but will not be obligated to obtain such insurance or make such payments, as the case may be. In that event, Lessee shall reimburse Lessor for such expenses upon demand, with interest at the rate of 10% per annum from 30 days after demand. Failure to repay the same shall constitute an Event of default under this Lease.

11. LOSS AND DAMAGE. Lessee assumes and shall bear all risk of damage to or loss, theft or destruction of the Leased Equipment from any cause ("Loss or Damage") including, without limitation, economic loss due to war or requisition of the Leased Equipment by any government agency, whether or not such Loss or Damage is covered by insurance. No such Loss or Damage shall relieve Lessee of any its obligations under this Lease. Lessee shall notify Lessor immediately of any Loss or Damage to the Leased Equipment. In the event of Loss or Damage to any unit of the Leased Equipment, Lessee at Lessor's option, shall; (a) repair or restore the Leased Equipment to good repair, condition and working order; (b) replace the Leased Equipment with similar equipment in good repair, condition and working order; or (c) pay Lessor in cash a mutually agreed upon appraised value for such unit at the time of Loss or Damage. Upon payment, this Lease will terminate only with respect to the Leased Equipment for which Lessee has so paid, and Lessee shall become entitled to said property "AS-IS, WHERE-IS" without any warranty, express or implied with respect to any matter.

12. LESSEE'S REPRESENTATIONS. Lessee represents, warrants and agrees that; (a) It has full power and authority and legal right to enter into and perform this Lease. The execution, delivery and performance of the Lease have been duly authorized by all necessary corporate or other legal action on the part or Lessee; will not require stockholder approval or consent of any trustee or holders of any indebtedness or obligations of Lessee; will not contravene any law, governmental rule, regulation or order binding on Lessee (or Lessee's Certificate of Incorporation or by-laws, if any); and will not contravene, constitute a default under, or result in the creation of any lien or encumbrance upon the property of Lessee under any indenture, mortgage, contract or other agreement to which Lessee is a party, or by which its subsidiaries may be bound or affected; (b) all consents and approvals of, the giving of notice to, registration with, and the taking of any other action in respect of any federal, state or foreign governmental authority or agency, necessary if at all to permit the transactions contemplated by this lease have been taken; (c) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any administrative agency which will materially adversely affect Lessee's condition, business or operations, or the condition business or operations of any of its subsidiaries, or Lessee's ability to perform its obligations under this lease; (e) the transaction contemplated by this Lease will raise no presumption of fraud and will be effective against all Lessee's creditors under applicable state and federal laws, including, without limitation, laws relating to fraudulent conveyances of bulk transfers; (f) it shall provide Lessor, upon request, with an opinion of counsel satisfactory to Lessor with respect to the foregoing matters.

13. INDEMNITY. Lessee shall indemnify and hold Lessor harmless from any and all claims, actions and damages including reasonable attorneys' fees and obligations, liabilities and liens (including those arising or imposed without Lessor's fault or negligence, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, or under the doctrine of "strict liability"), imposed upon, incurred by or asserted against Lessor, or its successors or assigns, arising out of the manufacture purchase lease possession, operation, condition, return or use of the Leased Equipment, or by operation of law. Lessee shall give Lessor prompt written notice if any matter indemnified against occurs, and agrees that upon written notice by Lessor of the assertion of such a claim, action damage, obligation, liability or lien, Lessee shall assume full responsibility for the defense of any such claim. This section shall survive termination of this Lease.

14. DEFAULT; REMEDIES. If Lessee shall fail to pay any installment of rent when due or to perform promptly any of the terms, covenants and conditions of this Lease, INCLUDING, WITHOUT LIMITATION, ASSIGNING, PLEDGING OR HYPOTHECATING LESSEE'S INTEREST AS PROVIDED IN CLAUSES 5 AND 15, or fail to perform any other agreement with Lessor and Lessor's opinion as to the existence of such failure shall be conclusive, then Lessor may, at its option, declare the remaining unpaid installments of "rent immediately due and payable, and Lessee's right to continue in possession of the Leased Equipment shall cease, all without notice or demand. The same right shall exist if any of the following events occur with respect to Lease: death (if an individual) dissolution (if a partnership or corporation); death or suspension of the usual business activities of any member (if a partnership); complete or partial liquidation or suspension of Lessee's usual business; filing of a voluntary or involuntary petition under any provision of the Bankruptcy Code; application for or the appointment of a receiver of the person or property; assignment for the benefit of any creditors; entry of judgment or the filing or issuance of any order, warrant of attachment or execution; filing or issuance of a notice of lien warrant for restraint, or notice of levy for taxes; making or sending notice of an intended bulk sale; or commencement of any proceedings so enforce a judgment. In any of such events, in addition to any other right or remedy provided by law, including Article 2A of the Uniform Commercial Code for any default, whether statutory or contractual, it shall be lawful for Lessor, and Lessee, authorizes and empowers Lessor, with the aid or assistance of any persons, to enter upon the premises or such other places as the Leased Equipment may be found, take possession of it and carry it away, all without process of law. Upon such repossession, Lessor shall have the following rights; (a) If, in Lessor's sole opinion, it would be impractical or impossible to rent the Leased Equipment, Lessor may sell the Leased Equipment at public or private sale, with Lessor having the right to purchase any or all of the Leased Equipment at such sale; pay all charges and expenses incurred by Lessor in connection with or incidental to (including a reasonable attorney's fee, if an attorney is used), storage, preparation for sale, and sale; and credit the remainder of the sale price of the Leased Equipment at the expressed termination date of the Lease term of each item of Leased Equipment so sold, to the unpaid balance of the rent, discounted to present value at that time using an annual rate of 10%. Lessee will remain liable for any deficiency. If suit is instituted to recover any rents or deficiency, a reasonable attorney's fee shall be added to the amount due. (b) In the alternative, Lessor may rent the Leased Equipment and credit the rental collected during the balance of the term of this Lease to the unpaid balance of rents under this Lease, after first deducting the costs and expenses of repossession (including a reasonable attorney's fee, if an attorney is used), storage until re-rented, reconditioning and repair of the Leased Equipment, and re-renting, with Lessee to remain liable for any deficiency.

15. ASSIGNMENT BY LESSEE. LESSEE SHALL NOT ASSIGN PLEDGE OR HYPOTHECATE THIS LEASE OR ANY INTEREST IN IT IN WHOLE OR IN PART, NOR SHALL LESSEE SUBLET OR LEND ANY LEASED EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. LESSEE'S INTEREST MAY NOT BE ASSIGNED OR TRANSFERRED BY OPERATION OF LAW. CONSENT TO ANY SUCH ACT SHALL NOT BE DEEMED CONSENT TO ANY SUBSEQUENT SIMILAR ACT.

16. ASSIGNMENT BY LESSOR. Lessor may assign this Lease or grant a security interest in it or in the Leased Equipment or both, in whole or in part, without notice to Lessee. If Lessee is given notice of such assignment, it shall acknowledge receipt of the notice in writing, if requested. Each assignee or secured party shall have all Lessor's rights, but none of Lessor's obligations under this Lease. LESSEE SHALL NOT ASSERT AGAINST ASSIGNEE AND/OR SECURED PARTY ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR. Regardless of any such assignment, Lessor agrees that lessee shall enjoy quiet use of the Leased Equipment subject to the terms and conditions of this Lease, except for acts beyond Lessor's control. Subject to the above provisions, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties to this Lease. Lessee agrees that no assignment by Lessor, nor any grant of a security interest in the Leased Equipment

## Equipment Lease Agreement

or in this Lease or the enforcement of such a security interest, shall be considered to be a transfer that impairs the prospect of obtaining return performance by, materially changes the duty of, or materially increases the burden or risk imposed on Lessee.

17. **FINANCIAL REPORTS.** Within 120 days after the end of its fiscal year, Lessee shall furnish Lessor, during the terms of this Lease, with annual financial statements and such other financial information as Lessor may from time to time request including, without limitation, reports filed with federal or state regulatory agencies. Lessee warrants and represents that all financial statements delivered to Lessor by or on Lessee's behalf, and any statements and data submitted to Lessor in connection with this Lease, are true and correct and fairly represent Lessee's financial condition for the periods involved.

18. **NOTICES.** All notices required or permitted under this lease shall be sufficient if delivered personally or mailed to the party at the address set forth in this Lease, or at such other address as either party may designate in writing from time to time. Any such notice shall be effective 48 hours after it has been deposited in the United States mail, duly addressed, and postage prepaid.

19. **NON-CANCELABLE LEASE; LESSEE'S OBLIGATIONS UNCONDITIONAL.** This Lease cannot be canceled except as expressly provided in this Lease. Lessee agrees that its obligations to pay all rent and any other amounts owing under this Lease shall be absolute and unconditional.

20. **LEASE EXPIRATION OPTIONS.** Provided the Lease has not been terminated and Lessee is not in default, Lessee shall have following options at the expiration of the Lease term.

(a) **Option to Purchase.** Lessee shall have the right to purchase all but not less than all, of the Leased Equipment on a "WHERE-IS-AS-IS" basis, at a price equal to the fair market value agreed upon by Lessor and Lessee. If Lessee and Lessor cannot agree, a qualified appraiser selected by Lessor and paid for by Lessee will determine the selling price. For purposes of this section, fair market value shall be determined on the basis of, and shall be equal to, the price which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a buyer currently in possession or used equipment dealer) and an informed and willing seller under no compulsion to sell. In such determinations, costs of removal from the location of current use shall not be a deduction from such value, and the items of Leased Equipment shall be deemed to be in the condition under which they are required to be maintained pursuant to this Lease Agreement. Lessee shall give Lessor written notice not less than 90 days prior to the end of the original or any extended Lease term of its intent to exercise the purchase option provided for in this section.

(b) **Option to Renew.** Lessee shall have the option to extend the Lease term for an additional term as to all but not less than all of the Leased Equipment. If Lessee chooses this alternative, Lessee shall give Lessor written notice not less than 90 days prior to the end of the then current Lease term. Rental terms shall be determined by Lessor and the rental amount shall be based on the then fair market rental value as agreed to by Lessor and Lessee or by a qualified appraiser selected by Lessor and paid for by Lessee.

(c) **Surrender.** If neither of the above options is exercised by Lessee, Lessee shall return each unit of Leased Equipment to Lessor at any locations specified by Lessor, free of all advertising or insignia placed on the Leased Equipment by Lessee and in good condition, repair and working order, ordinary wear and tear resulting from its proper use, excepted, by delivering the Leased Equipment to such location, at Lessee's sole cost and expense, including prepaid freight and the cost of insurance for the Leased Equipment in an amount specified by Lessor.

If none of the above options is exercised prior to Lease maturity, Lessee shall be liable for additional monthly rentals which will accrue in the same amount as prior rentals.

21. **FAILURE OR INDULGENCE NOT A WAIVER.** No failure or delay on Lessor's part in exercising any power, right or privilege shall operate as a waiver, nor shall any single or partial exercise preclude other or further exercise of any other right, power or privilege. All rights and remedies existing

22. **MISCELLANEOUS; NO CHANGE, WAIVER, DISCHARGE OR TERMINATION.** If more than one person executes this Lease as Lessee, all of Lessee's obligations under this Lease shall be the joint and several obligations of all such persons. Wherever the context permits, Lessee's representations and covenants under this Lease shall survive the delivery and return of the Leased Equipment. Any provision of this Lease which may be determined by a competent authority to be prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective, to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this lease, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by all parties to this Lease. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Lease. As used in this Lease the term "Lease" shall include all exhibits, schedules and supplements related or attached to this Lease. This lease shall in all respects be governed by, and construed in accordance with, the laws at the state where accepted by Lessor, including all matters of construction, validity and performance. Time is of the essence in this Lease.

**ADDITIONAL GUARANTY PROVISIONS.** Guarantors waive diligence, right of setoff, presentment, protest, notice of dishonor, demand for payment, notice of acceptance of this Guaranty, notice of nonpayment at maturity, and all other notices of any nature to which Guarantors might otherwise be entitled in connection with this Guaranty. Guarantors further agree that without notice to any one or more of them, Lessor may change the terms and conditions of payment of any monies due or to become due under this Lease; grant to Lessee extensions or renewals of any such indebtedness or part of any indebtedness upon such terms and conditions as Lessor may deem acceptable; release one or more parties or agree not to sue them; or modify or change any term of the lease; and this Guaranty shall extend to and cover such changed, renewed or extended indebtedness or terms without regard to the number of times the same may have been changed, renewed or extended, and without release of any Guarantor or other effect on this Guaranty. In case of default in the payment of any such indebtedness when due, Lessor may enforce this Guaranty against Guarantors, or any one of them, without first resorting to any other claim or remedy, including without limitation, having recourse to or making demand upon Lessee; obtaining possession of the Leased Equipment; or resorting to any security, liens, or collateral or other rights or remedies pertaining to such default. Guarantors' joint and several obligations under this lease shall not be discharged, impaired or affected by any action or omission of Lessor, or anything which might otherwise act as a Legal or equitable discharge of any of the Guarantors. Lessor may transfer, discount or assign any or all of said rights as are granted to Lessor by this Guaranty. This Guaranty shall inure to the benefit of Lessor's successors, assigns and legal representatives.

**Equipment Lease Agreement**

**Delivery and Acceptance**

<b>Lessee</b>	<b>Lessor</b>
City of Emporia 111 East 6th Avenue Emporia, KS 66801	Community National Bank & Trust 701 Merchant St. Emporia, KS 66801

<b>Quantity</b>	<b>Description of Leased Equipment</b>	<b>Serial Number</b>
1	Vehicle 1: 2026 Nissan Rogue	5N1BT3BB7TC833762
1	Vehicle 2: 2026 Nissan Rogue	5N1BT3BB7TC830022
1	Vehicle 3: 2026 Nissan Rogue	5N1BT3BB7TC833373
1	Vehicle 4: 2026 Nissan Rogue	5N1BT3BB8TC833821

**To Lessee:** Do not sign this acceptance until you have actually received the above-described property.

Lessee acknowledges receipt of all items of Leased Equipment described above and on any attached schedules, and, after inspection, accepts same as being in good condition on the date shown below in accordance with all warranties, agreements and representations, if any, made to Lessee by Supplier.

Date Equipment Accepted:      Date                              Lessee:

Signed \_\_\_\_\_

City of Emporia

Signed \_\_\_\_\_

**Insurance Authorization (to be completed by LESSEE)**

This is to advise you that LESSEE'S authorized agent is:

Agent \_\_\_\_\_

Agency \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

The undersigned authorizes said agent to provide Lessor with an (All Risk) Insurance Policy or Certificate covering the items listed on the Lease. This policy must be endorsed to show the Lessor as "Loss Payee" on all physical damage of all leased equipment, and "Additional Insured" on public liability, including bodily injury and property damage, with a copy of the endorsement forwarded to Lessor. The amount of Insurance coverage must be no less than the original equipment cost, with replacement value coverage, with a maximum deductible not to exceed \$1,000.00 per occurrence. Lessee is liable for all deductible amounts.

LESSEE:

Signed \_\_\_\_\_

City of Emporia                              Date

Signed \_\_\_\_\_



## Commission Action Report

### CDBG Bid Award-417 Commercial

**Title:** CDBG Bid Award-417 Commercial  
**Agenda Date:** June 17, 2026  
**Presented By:** Tayler Wash, Deputy City Manager

---

#### **Background:**

Regarding the CDBG project at 417 Commercial, the bid opening occurred on May 21, 2026.

#### **Discussion:**

Information was received from the following bidders:

- Evergreen Construction
- Mitchell Markowitz Construction

#### **Financial Considerations:**

Mitchell Markowitz Construction of Emporia was the low bidder on this project. The full bid tabulation is attached.

#### **Recommended Action:**

Award base bid and alternate #2, 4, and 6 to Mitchell Markowitz Construction contingent upon CDBG approval.

#### **Attachments:**

- Award Letter
- Bid Tabulation



# Recommendation of Award

PROJECT: - 417 Commercial CDBG Scope  
 DATE: 5/27/26  
 CONTRACTOR SELECTION:

City of Emporia  
 111 East 6th Avenue  
 Emporia, KS 66801

Taylor Wash:

Regarding the CDBG project at 417 Commercial; we recommend accepting the base bid, alternate #2, alternate #4 and alternate #6 totaling \$523,485.00. The Bid Opening occurred on 5/21/26. Mitchell Markowitz of Emporia was the low bidder on the project. See full bid tabulation below for reference.



417 Commercial  
 Bid Tabulation  
 5/21/26  
 LOCATION: Emporia, KS

CONTRACTOR	Base Bid	ALTERNATE #1 (Structural Rebuild)	ALTERNATE #2 (Structural New)	ALTERNATE #3 (Structural Remainder of)	ALTERNATE #4 (First Floor Storefront)	ALTERNATE #5 (New Windows East)	ALTERNATE #6 (2nd Floor West)	ALTERNATE #7 (2nd Floor south)	ALTERNATE #8 (Exterior Deck)	ALTERNATE #9 (6" waterline)	Unit Price #1	TOTAL Rebuild	DAYS	BID BOND	SELECTED ALTERNATES 2, 4, 6 + BASE TOTAL
Evergreen	\$ 210,475.00	\$101,140.00	\$ 121,831.00	\$ 82,455.00	\$ 105,300.00	\$ 36,058.00	\$ 88,234.00	\$ 81,348.00	\$ 89,770.00	\$ 33,851.00	\$ 8.00	\$ 951,470.00	200	Y	\$ 526,840.00
Mitchell Markowitz	\$ 264,950.00	\$ 92,980.00	\$ 105,485.00	\$ 55,650.00	\$ 95,450.00	\$ 40,600.00	\$ 67,600.00	\$ 54,600.00	\$ 78,500.00	\$ 29,500.00	\$ 14.50	\$ 875,329.50	250	Y	\$ 523,485.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	N	0

Thank you,

Ben Moore, AIA  
 Ben Moore Studio, LLC  
 785-560-3111  
[www.benmoorestudio.com](http://www.benmoorestudio.com)  
[ben@benmoorestudio.com](mailto:ben@benmoorestudio.com)



**417 Commercial**

**Bid Tabulation**

5/21/26

LOCATION: Emporia, KS

CONTRACTOR	Base Bid	ALTERNATE #1 (Structural Rebuild)	ALTERNATE #2 (Structural New)	ALTERNATE #3 (Structural Remainder of)	ALTERNATE #4 (First Floor Storefront)	ALTERNATE #5 (New Windows East)	ALTERNATE #6 (2nd Floor West)	ALTERNATE #7 (2nd floor south)	ALTERNATE #8 (Exterior Deck)	ALTERNATE #9 (6" waterline)	Unit Price #1	TOTAL Rebuild	DAYS	BID BOND	SELECTED ALTERNATES 2, 4, 6 + BASE TOTAL
Evergreen	\$ 210,475.00	\$101,140.00	\$ 121,831.00	\$ 82,455.00	\$ 106,300.00	\$ 36,058.00	\$ 88,234.00	\$ 81,348.00	\$ 89,770.00	\$ 33,851.00	\$ 8.00	\$ 951,470.00	200	Y	\$ 526,840.00
Mitchell Markowitz	\$ 264,950.00	\$ 92,980.00	\$ 105,485.00	\$ 55,650.00	\$ 95,450.00	\$ 40,600.00	\$ 57,600.00	\$ 54,600.00	\$ 78,500.00	\$ 29,500.00	\$ 14.50	\$ 875,329.50	200	Y	\$ 523,485.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	V/N	0



## Commission Action Report

Awarding ICI Contract for SCADA Communications  
at Lift Station No. 1, Project No. LS1902

**Title:** Awarding ICI Contract for SCADA Communications at Lift Station No. 1, Project No. LS1902

**Agenda Date:** June 17, 2026

**Presented By:** James Ubert, City Engineer

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### Background:

Lift Station No.1 sees approximately 15% of the City's sewer basin drain to it on the north side of town. It was constructed in 1978. In or about 2018 the Flygt pump went down of the two pumps and Frank Abart, Public Works Director at the time, had a replacement pump expedited and flown in from the manufacturer in Europe. After that, the Fairbanks Morse pump went down and is out of service, leaving Lift Station No. 1 with no backup pump. An evaluation of Lift Stations No. 1, 2 and 15 was performed by BG Consultants in 2019. The City and BG began work on design and funding options for the three (3) Lift Station projects. The project bid about six (6) months ago, receiving only one (1) bid that was about \$3.3 million that was rejected and the project scope was altered and the project rebid in January 2026. Concurrently with bidding the reconstruction scope of work on Lift Station No. 1 (performed by CAS Constructors) an upgrade to the Supervisory Control and Data Acquisition (SCADA) communications was being proposed with the City's SCADA provider Integrated Controls, Inc. SCADA allows real time data monitoring of Lift Station No. 1 and its processes and pumps.

### Discussion:

Dean Grant, Emporia's previous Public Works Director, had made the decision to upgrade to ICI SCADA technology and contract that directly with ICI to forgo a markup by CAS Constructors for contract administration (it was felt that CAS Constructors administration wasn't needed, since this was deemed just a pass through).

### Financial considerations:

This project will be funded by a Bond Issuance.

### Recommended action:

City staff recommends awarding this SCADA contract to Integrated Controls, Inc. (ICI) for the SCADA controls at Lift Station No. 1 in the amount of \$121,961.00.

### Attachments:

Integrated Controls, Incorporated (ICI) proposal for SCADA at Lift Station No. 1, dated April 30, 2026.

**Proposal #03978-06-00A.1**

April 30, 2026

Scott Grogg  
City of Emporia, KS  
Via Email: [sgrogg@emporiaks.gov](mailto:sgrogg@emporiaks.gov)



Re: Emporia, KS WWTP Collections – Lift Station #1 Improvements

Scott:

This scope of supply is based on an MS Teams meetings through October 21, 2025, and emails and phone call through December 15, 2025, Lift Station #2 control panel design, Flygt CT 3231/665 and NP 3069 SH 276 pump specifications, Engineer project manual dated October 2024, and existing Yaskawa P1000 VFD wiring diagram. Our proposal is as follows:

**Lift Station #1 – Pump Control Panel:**

- Control panel will include monitoring of Lift Station #1 equipment status and pump control.
- Enclosed control panel will be UL698A listed.
- NEMA type 12 painted steel enclosure suitable for indoor locations
- The control panel will be sized with spare space for a future lift station pump #3. Control hardware and PLC/OIT programming are not included for a third pump.
- Allen Bradley CompactLogix PLC, power supply and I/O modules
- Allen Bradley PanelView Plus 7 Standard 10” touchscreen operator interface (OIT)
- Uninterruptible Power Supply (UPS) with UPS relay monitoring card. In addition to the Pump Control Panel control circuits the UPS shall be sized to power the City’s Miraki switches and an Optical Network Terminal (ONT). Miraki switches and ONT are not included in our scope of supply.
- Hand/Off/Automatic selector switches and status indication are included on the panel front for the following equipment. Speed command and runtime indication will be included on the OIT screens for the Lift Station Pumps. ABB ACS880 cabinet VFDs for the lift station pumps are included and described below.

Qty (2) Lift Station Pumps (submersible type, VFD)

- Submersible equipment will include thermal, and seal fail protection circuits. Seal Leak/Over-Temp Relays to be supplied by others.
- Local OIT graphics screens for the lift station equipment, including pump control and status, lift station levels/alarms, flow monitoring, mechanical screen equipment monitoring, and ATS monitoring as described below.
  - Wet-Well Level
  - Wet-Well High-Level Alarm
  - Wet-Well Low-Level Alarm
  - Lift Station Sump High-Level Alarm
  - Force Main Flow Rate and Daily Totalized Flow
  - \*FUTURE\* Gas Monitoring Equipment/Alarm (up to 4 digital inputs for future use)
  - Building Low Temperature Alarm (2 digital inputs)
  - Lift Station Gate Open Status (1 digital input)
  - Qty (1) Mechanical Screen
    - Running
    - Not in Auto
    - Fault
    - Upstream Level (4-20mA signal)
    - Downstream Level (4-20mA signal)

**15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600**

monitored signals – continued

- Qty (2) Lift Station Pumps (1 duty, 1 standby)
  - Running
  - Speed
  - Not in Auto
  - VFD Fault
  - Total Pump Runtime (hours)
- Qty (1) Automatic Transfer Switch (ATS)
  - Source 1 Available
  - Source 2 Available
  - Source 1 Connected
  - Source 2 Connected
- Qty (2) Lift Station Sump Pumps (1 duty, 1 standby)
  - Running
  - Not in Auto
  - Fault
- Lift Station #1 Pump Control Panel will include a float back-up mode of operation like what was designed at Lift Station #2 where both Lift Station Pumps will operate at a fixed speed and based on high- and low-level float signals. Float Mode acknowledge pushbutton, and indication lamp are included.
- The Lift Station Pump Control Panel PLC tag data will be coordinated with the existing SCADA PC Workstation AVEVA InTouch HMI software for monitoring and control as required.

#### **Lift Station #1 - Wet-Well Level Instrumentation:**

- Qty (1) E&H Micropilot FMR20 - Radar Sensor, contactless level measurement, 4-20mA hardwired signal. FMR20 mounting bracket and flood protection tube are included. Installation and field wiring are not included in our scope of supply.
- Intrinsic safe barriers are included for the radar sensor listed above. Barrier will be mounted inside the lift station control panel provided for mounting and wiring by the installing electrician outside of the classified area.
- Qty (3) Opti-Float fiber optic float switches and transceivers for the Wet-Well High-Level, Wet-Well Low-Level, and Lift Station Sump High-Level. Each float switch includes a fiber optic cable. Installation and running of the fiber optic cable from the float switches to the Lift Station #1 control panel are not included in our scope of supply. Final fiber optic cable preparation and landing of the fiber optic cable inside the Lift Station #1 control panel is included.

#### **Lift Station #1 - Force Main Flowmeter:**

Qty (1) E&H Promag W 400 - 10" magnetic flow meter/transmitter, non-hazardous area, Ethernet/IP communication, grounding ring and grounding cable kit included. Installation and field wiring are not included in our scope of supply.

#### **Lift Station #1 - Force Main Check Valve Opti-Flow Switch:**

Qty (1) Opti-Flow fiber optic flow switch and transceiver for valve open/closed indication at the Lift Station #1 Force Main Check Valve. The flow switch includes a fiber optic cable. Installation and running of the fiber optic cable from the flow switch to the Lift Station #1 control panel are not included in our scope of supply. Final fiber optic cable preparation and landing of the fiber optic cable inside the Lift Station #1 control panel is included.

#### **Lift Station #1 - Force Main Pressure Transmitter:**

Qty (1) E&H Cerabar PMP71B pressure transmitter, non-hazardous area, diaphragm seal, ½" NPT process connection, 2-wire 4-20mA communication, graphic display with Bluetooth. Installation and field wiring are not included in our scope of supply.

**New ABB VFD for New 160HP Lift Station Pump:**

Qty (1) ABB ACS880 Cabinet Drive - Ultra Low Harmonic, Input Voltage 480 VAC, 260A LD, 240A HD, IP54 - UL type 12/NEMA 12; Frame Size -R11; Bottom Cable Entry/Exit; UL Listed, US type main switch fuse, Ethernet/IP communication module. Dimensions 91.2”H x 48.5”W x 28”D, Weight 1655lbs.

**Existing Yaskawa P1000 VFD for second Lift Station Pump:**

An existing Yaskawa P1000 VFD will be utilized at Lift Station #1 for the existing pump. The Lift Station #1 Pump Control Panel will include hardwired interconnection terminal blocks for control of the existing Yaskawa VFD. Field wiring of the VFD to the Lift Station control panel is not included in our scope of supply. Harmonic mitigation for the existing VFD equipment is not included in our scope of supply. The existing Yaskawa P1000 VFD will not be covered by the ICI warranty.

**Lift Station Duplex Sump Pump Motor Starter/Disconnect:**

- Enclosed control panel will be UL508A listed.
- NEMA type 12 painted steel enclosure suitable for indoor locations
- 30A rated 3-pole non-fusible disconnect with a through the door disconnect handle
- 200:120VAC control power transformer with primary and secondary circuit protection
- Hand/Off/Automatic selector switches with running and fault status indication lamps included on the panel front for the following equipment. Branch circuit protection and NEMA rated motor starters with overload relays are included for the following equipment.
  - Qty (2) 2.7 HP Lift Station Sump Pumps (FVNR) 200VAC 3-phase
- Lift Station Duplex Sump Control Panel will include a float back-up mode of operation where both Lift Station Sump Pumps will operate based on a high-level float signal. Float Mode acknowledge pushbutton, and indication lamp are included.

**By Others:**

Unless specifically called out as being supplied as a part of this proposal, the following items are specifically excluded from our scope of supply:

- Network hardware equipment, Cisco Miraki Switches, Optical Network Terminal and field wiring connection to the City’s fiber optic network.
- Motor starters, variable frequency drives, auxiliary contacts, local disconnect switches, junction boxes, etc.
- Generator and automatic transfer switch system
- Any probes, sensors, transmitters, gas monitoring equipment, or other field instrumentation.
- Incoming power, field wiring and termination of field wiring.
- Any kind of storage, installation, tubing, mounting bolts.
- Field communication cables/devices, signal converters or boosters, ground rods.

**On-Site Start-up Services:**

Two (2) trips to the project site for on-site start-up services of the control panel and VFDs. Start-up trips include travel time, travel expenses and on-site time. All days are normal business hours, 8 hours days, Monday through Friday, holidays excluded.

**Submittal Drawings and O&M Manuals:**

- A PDF file containing our submittal including wiring diagrams, panel front layouts, and catalog cut sheets for panel components (catalog cuts for components supplied by ICI only) will be supplied within eight (8) weeks after receipt of final engineering data. Actual delivery will be based on the current workload.
- A PDF file containing our operation & maintenance manual including as built wiring diagrams, control panel front layouts, and catalog cut sheets for panel components (catalog cuts for components supplied by ICI only) will be supplied no more than 2 weeks after startup.

**Delivery:**

Delivery of the control equipment will be within twelve (12) weeks of release to production. Lead-time for the VFDs is sixteen (16) weeks. However, due to supply chain issues our actual delivery lead-time is contingent on the availability of materials at the time of release for production.

**Terms:**

Taxes of any kind including sales tax and export duties are not included in this proposal.

- Three (3) weeks advance notice must be provided prior to on-site services. If notice is given and canceled, or owner/contractor is not ready, and a second trip is necessary then cancellation and/or additional charges will be invoiced at cost.
- Warranty is twelve (12) months from startup, not to exceed eighteen (18) months from shipment and/or storage of the control equipment.
- This proposal is subject to acceptance by you within (3) months of this date and release for manufacture within six (6) weeks after delivery of the control system submittal documents.
- Delivery of submittal documents – 25% net 30 days
- Completion/delivery of control system - 65%, net 30 days
- Startup services - 10% net 30 days.
- Control hardware crating, if required or requested, will be prepaid and add.
- Freight will be prepaid and add, FOB our dock.

**Price:**

Lift Station #1 Pump CP, Instrumentation, & (1) ABB ACS880 VFD..... \$ 121,961.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)



# Commission Action Report

Financials and Permits

**Title:** Financials and Permits  
**Agenda Date:** June 17, 2026  
**Presented By:** Trey Cocking, City Manager

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**Background:**

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

**The following is general information for the month of May 2026 for the community:**

Monthly Local Retail Sales Tax Receipts Update

	2025	2026	<b>Increase of \$8,330.20</b> for the month, and Overall increase of 2.17% from year 2025.
	\$ 570,707.69	\$ 579,037.89	
<b>YTD</b>	<b>\$ 2,719,230.09</b>	<b>\$ 2,778,185.12</b>	

City Share from County Tax

	2024	2026	<b>Decrease of \$8,267.83</b> for the month, and Overall increase of 2.70% from year 2025.
	\$ 309,904.64	\$ 301,636.81	
<b>YTD</b>	<b>\$ 1,416,983.05</b>	<b>\$ 1,456,360.91</b>	

**Building Permits issued from 5/1/2026 to 5/31/2026 for new construction, remodeling/repairs and demolition.**

Total number of building permits issued through Code Services:	47
Total valuations associated with those building permits:	\$ 2,244,257.79
<b>Large valuations:</b>	
<b>713 Commercial</b>	<b>\$ 338,000.</b>
<b>New Burger King</b>	<b>\$1,200,000.</b>

Total number of dollars collected for Building Permit Fees: \$ 13,171.00

Construct – Single-family dwellings 0

Demo – Single-family dwellings 0

**Flint Hills Mall CID for May 2026** \$ 19,200.18  
**YTD** \$ **79,124.82**

**Pavilions CID for May 2026** \$ 18,294.74  
**CID #2** \$ 18,294.74  
**YTD** \$ **186,077.52**

**Fairview Hotel CID for May 2026** \$ 6,869.28  
**YTD** \$ **29,238.04**

**West Plaza CID for May 2026** \$ 11,858.48  
**YTD** \$ **41,946.39**



DATE: June 10, 2026  
TO: City Commissioners  
FROM: Janet Harrouff  
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the five-month period ending May 31, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax 57% has been received to date.

Sales Tax is \$98,000 higher than 2025.

Franchise tax is \$58,000 lower than 2025.

Administration fees are \$177,000 lower than 2025.

Expense

Personnel Services is 5% more than 2025.

Maintenance and Repairs are down 9% from 2025.

Commodities are up 11% from 2025.

Other Charges are down 39% from 2025.

Total revenues for the five-month period ending May 31, 2026, were \$13,114,679 and expenses were \$12,302,316. The unencumbered cash balance is \$7,670,111.

The **Water Fund** Income Statement for the five-month period ending May 31, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue

Sale of Water is 2% higher than 2025 or \$76,000 more.

Service charges, which are activation and delinquency fees are 43% higher than 2025.

Transfer to Project Fund – a draw down from the state water loan was received and passed through the water fund.

### Expense

Personnel Services is 18% higher than 2025 or \$112,000 higher.

Maintenance & Repair is 13% higher than 2025 or \$32,000 more.

Commodities is .15% higher than 2025.

Total revenues for the five-month period ending May 31, 2026, were \$13,858,292 while expenses were \$14,460,659. The ending cash balance is negative \$105,666.

The **Wastewater Fund** Income Statement for the five-month period ending May 31, 2026, has been reviewed and the significant budget variations have been explained below.

### Revenue:

Sewer Charges are 10% higher than in 2025 which is \$295,000 more in revenue.

Extra Strength Surcharge is 46% higher than in 2025 which is \$42,000 more in revenue.

### Expenses

Personnel Services is 3% higher than in 2025.

Maintenance and repair are up 22% from 2025.

Contractual Services are down 44% from 2025.

Total revenues for the five-month period ending May 31, 2026, were \$3,419,961 and expenses were \$3,541,297. The cash balance is \$1,330,838.

The **Solid Waste Fund** Income Statement for the five-month period ending May 31, 2026, has been reviewed and the significant budget variations have been explained below.

### Revenue

Fees for polycarts and dumpsters are 10% higher than in 2025.

Roll off containers are up 18%.

Landfill fees are up 18% than in 2025.

### Expenses

Personnel services are 2% lower than in 2025.

Maintenance and repair are 45% lower than in 2025.

Overall expenses are \$275,000 higher than in 2025.

Total revenues for the five-month period ending May 31, 2026, were \$2,826,041 and expenses were \$3,812,182. The cash balance is \$979,489.

**GENERAL FUND**

as of May 31, 2026

**GENERAL FUND**

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	6,741,570	4,993,036	6,741,570	6,761,145	
<b>REVENUE</b>					
Ad Valorem Property Tax	7,321,134	7,848,034	6,834,661	4,478,156	-34.48%
Sales Tax	10,084,810	10,198,000	4,136,213	4,234,546	2.38%
Franchise Tax	2,812,655	2,957,500	1,286,199	1,227,657	-4.55%
Other Taxes	614,101	726,294	274,706	132,336	-51.83%
Intergovernmental Taxes	391,198	424,683	227,602	209,945	-7.76%
Licenses & Permits	237,010	248,250	106,896	94,959	-11.17%
Charges for Services	2,714,587	2,426,220	1,116,550	1,065,196	-4.60%
Fines & Fees	653,255	540,000	270,994	260,567	-3.85%
Use of Property and Money	189,407	161,996	98,869	67,212	-32.02%
Interest Receivable	334,217	300,000	134,664	97,745	-27.42%
Reimbursements	9,349	4,100	272	5,329	1858.23%
Administrative Transfers	2,995,436	2,736,000	1,311,018	1,133,655	-13.53%
Misc Revenue	34,026	40,000	10,755	32,730	204.33%
Contributions	25,700		25,700	31,600	22.96%
Operating Revenues	0	0	0	0	0.00%
Nonoperating Revenues	441,364	0	24,212	43,047	77.79%
<b>TOTAL RECEIPTS</b>	<b>28,858,249</b>	<b>28,611,077</b>	<b>15,859,311</b>	<b>13,114,679</b>	<b>-17.31%</b>
<b>EXPENDITURES</b>					
Personnel Services	18,728,367	19,392,234	7,884,319	8,271,329	4.91%
Maintenance & Repair	620,264	1,018,708	269,957	245,240	-9.16%
Commodities	1,890,769	2,178,595	877,560	975,661	11.18%
Other Charges	706,755	1,114,328	349,072	210,309	-39.75%
Capital Outlay	189,348	441,000	0	11,750	#DIV/0!
Transfer to Economic Development	925,000	925,000	385,417	413,579	7.31%
Transfer to Multi Year Fund	3,462,388	3,550,000	1,416,983	1,456,361	2.78%
Transfer to Project accounts	8,460	0	0	(28,163)	0.00%
Transfer to Equipment Reserve	706,558	706,558	706,558	0	0.00%
Transfer to Special Street		376,389			
Utilities	543,567	659,250	210,462	204,631	-2.77%
Communications	105,081	142,450	40,534	40,865	0.82%
Training and Travel	190,598	238,045	89,255	75,359	-15.57%
Jail Expenses	56,400	87,500	23,800	16,150	-32.14%
Other Contractual	979,357	1,104,036	421,906	316,457	-24.99%
Excess Carryover		1,670,018			
Outstanding PO's	0	0	0	92,786	
<b>TOTAL EXPENDITURES</b>	<b>29,112,912</b>	<b>33,604,111</b>	<b>12,675,822</b>	<b>12,302,316</b>	<b>-2.95%</b>
Revenue less expenses	(254,663)	(4,993,034)	3,183,488	812,364	
Cash Basis Adjustments/Non-appropri	274,238	0	(20,748)	96,603	
<b>Ending Cash Balance</b>	<b>6,761,145</b>	<b>2</b>	<b>9,904,310</b>	<b>7,670,111</b>	
Base for Reserve calculation	23,821,158	27,981,553	10,166,865	10,448,788	
15% Reserve	3,573,174	4,197,233	1,525,030	1,567,318	
Amount over 15% Reserve	3,187,971	(4,197,231)	8,379,280	6,102,793	
Percentage	28.38%	0.00%	97.42%	73.41%	

# GENERAL FUND

as of May 31, 2026

	2026	2025	2026	Change
	Budget	Jan - May. Actual	Jan - May. Actual	between 25 & 26
<b>EXPENDITURES</b>				
Administration	1,976,518.00	147,485.26	111,425.49	(36,059.77)
Commission/Manager/Clerk	1,085,861.28	649,898.64	434,114.22	(215,784.42)
Accounting/HR	658,240.76	196,123.43	274,258.14	78,134.71
IT	685,438.84	207,222.33	260,197.08	52,974.75
Communication	203,350.04	11,767.36	63,936.28	52,168.92
Police	6,233,795.20	2,822,235.02	2,628,151.94	(194,083.08)
Animal Control	268,107.00	106,069.77	136,105.62	30,035.85
Fire	3,778,576.08	1,546,318.79	1,516,890.67	(29,428.12)
EMS	4,493,323.58	1,545,014.00	1,505,955.08	(39,058.92)
Municipal Court	666,974.60	285,706.54	257,681.31	(28,025.23)
Engineering	822,355.72	352,567.81	335,763.91	(16,803.90)
Street - Snow Removal	163,000.00	70,381.57	28,017.31	(42,364.26)
Golf Course Maintenance	612,419.04	244,029.78	260,700.69	16,670.91
Golf Course Shop	544,628.02	273,149.61	241,505.69	(31,643.92)
Park	1,399,623.72	561,389.64	518,738.43	(42,651.21)
Disc Golf	95,623.02	694.91	654.25	(40.66)
Aquatic Center	265,000.00	33,719.83	15,823.28	(17,896.55)
Zoo	987,419.34	301,821.44	368,257.05	66,435.61
Civic Auditorium	915,202.80	407,446.93	347,428.16	(60,018.77)
Civic/Library	93,587.42	77,523.03	45,182.02	(32,341.01)
Civic/Grounds Maintenance	148,330.56	29,391.82	52,382.21	22,990.39
Civic/ Concessions	96,854.08	58,767.71	68,408.38	9,640.67
Building & Neighborhood Development	1,042,179.22	453,376.81	418,376.68	(35,000.13)
Shop	97,843.80	(11,303.88)	40,451.93	51,755.81
Street Lighting	322,176.00	132,720.64	106,886.22	(25,834.42)
Appropriations	88,000.00	64,349.10	75,760.97	11,411.87
Airport	992,688.56	301,591.37	245,017.48	(56,573.89)
Parking Facility	15,605.00	3,963.52	3,748.71	(214.81)
Sales Tax Transfer	4,851,389.00	1,802,399.70	1,841,777.56	39,377.86
<b>TOTAL EXPENDITURES</b>	<b>33,604,110.68</b>	<b>12,675,822.48</b>	<b>12,203,596.76</b>	<b>(472,225.72)</b>

City of Emporia, Kansas

# Multi Year Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	2,723,727.31	846,023.00	2,723,727.31	3,051,445.90	
<b>REVENUE</b>					
Sales Tax	3,462,387.81	3,550,000.00	1,416,983.05	1,456,360.91	2.78%
Reimbursement from state	-		-	247,506.00	
Miscellaneous				52,420.00	
Interest	125,803.28	50,000.00	35,742.58	40,306.24	12.77%
<b>Total Revenue</b>	<b>3,588,191.09</b>	<b>3,600,000.00</b>	<b>1,452,725.63</b>	<b>1,796,593.15</b>	<b>23.67%</b>
<b>EXPENSES</b>					
Unspent expenses	(80,559.23)			(636,433.67)	
Maintenance & Repair	77,759.17	250,000.00	20,138.05	30,114.86	49.54%
Other Charges	45,988.50		-	-	
Capital	585,893.75	1,588,000.00	124,435.01	675,591.95	442.93%
Transfer Out	524,198.78	200,000.00	350,000.00	1,030,000.00	194.29%
Communications			-	-	#DIV/0!
Contractual Services	1,465,372.42	2,308,023.00	(193,981.71)	5,050.30	-102.60%
Outstanding PO's	641,819.11			1,251,639.47	
<b>Total Expenses</b>	<b>3,260,472.50</b>	<b>4,346,023.00</b>	<b>300,591.35</b>	<b>2,355,962.91</b>	<b>#DIV/0!</b>
<b>Ending Cash Balance</b>	<b>3,051,445.90</b>	<b>100,000.00</b>	<b>3,875,861.59</b>	<b>2,492,076.14</b>	<b>(289,243.86)</b>

# Insurance Reserve

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$699,713	\$0	\$699,713	\$723,916	
<b>REVENUE</b>					
Transfer from General	\$0	\$0	\$0	\$0	
Transfer from Int Improvem	\$0			\$0	
Insurance payment	\$0			\$0	
Interest	\$24,203	\$0	\$7,243	\$7,318	1.04%
<b>TOTAL RECEIPTS</b>	\$24,203	\$0	\$7,243	\$7,318	1.04%
<b>EXPENDITURES</b>					
Maintenance & Repair	\$0	\$0			
Misc Projects	\$0	\$0			
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$0	
<b>Ending Cash Balance</b>	<b>\$723,916</b>	<b>\$0</b>	<b>\$706,956</b>	<b>\$731,234</b>	

# Vacant Property Program

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$7,580	\$0	\$7,580	\$7,559	
<b>REVENUE</b>					
Transfer from ARPA funds	\$0	\$0	\$0	\$0	
Interest	\$0	\$0	\$0	\$0	#DIV/0!
<b>TOTAL RECEIPTS</b>	\$0	\$0	\$0	\$0	#DIV/0!
<b>EXPENDITURES</b>					
Maintenance & Repair	\$21	\$0	\$21	\$0	0.00%
Other Contractual Services	\$0	\$0	\$0	\$0	#DIV/0!
<b>TOTAL EXPENDITURES</b>	\$21	\$0	\$21	\$0	-100.00%
<b>Ending Cash Balance</b>	<b>\$7,559</b>	<b>\$0</b>	<b>\$7,560</b>	<b>\$7,559</b>	

City of Emporia, Kansas

# Library Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$78	\$0	\$78	(\$1)	
<b>REVENUE</b>					
Ad Valorem Property Tax	\$1,168,931	\$1,220,721	\$1,100,180	\$697,336	-36.62%
Other Taxes	\$99,227	\$99,241	\$42,318	\$17,513	-58.62%
<b>TOTAL RECEIPTS</b>	<u>\$1,268,158</u>	<u>\$1,319,962</u>	<u>\$1,142,498</u>	<u>\$714,849</u>	-37.43%
<b>EXPENDITURES</b>					
Insurance Refund		\$0			
Misc Projects		\$0			
Appropriation	\$1,268,237	\$1,319,962	\$693,787	\$714,849	0.51%
<b>TOTAL EXPENDITURES</b>	<u>\$1,268,237</u>	<u>\$1,319,962</u>	<u>\$693,787</u>	<u>\$714,849</u>	
<b>Ending Cash Balance</b>	<b>(\$1)</b>	<b>\$0</b>	<b>\$448,789</b>	<b>(\$1)</b>	

# Transient Guest Tax

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$671,185	\$459,241	\$671,185	\$582,733	
<b>REVENUE</b>					
Transient Guest Tax	\$927,873	\$950,000	\$384,652	\$471,401	22.55%
Interest on Investment	\$25,023	\$15,000	\$8,037	\$8,584	6.81%
Fence rental	\$0	\$0	\$0	\$0	
Miscellaneous	\$14,006		\$0	\$0	
Accounts Receivable - fence rental	\$0		\$0	\$0	
<b>TOTAL RECEIPTS</b>	<b>\$966,902</b>	<b>\$965,000</b>	<b>\$392,689</b>	<b>\$479,985</b>	<b>22.23%</b>
<b>EXPENDITURES</b>					
CVB Appropriation	\$480,000	\$485,000	\$0		#DIV/0!
Trusler Sports Complex		\$0			
City cost associated with events	\$40,000	\$40,000	\$0		
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	0.00%
Red Rock's Appropriation	\$10,000	\$10,000	\$10,000	\$10,000	0.00%
ESU Welch Stadium	\$0	\$0	\$0		
Disc Golf Course Maintenance & Employee	\$100,000	\$100,000	\$0		#DIV/0!
Emporia Main Street	\$95,000	\$95,000	\$95,000	\$95,000	0.00%
Emporia Arts Council Support	\$60,000	\$60,000	\$60,000	\$60,000	0.00%
Emporia Granda	\$0	\$0	\$0		#DIV/0!
Symphony in the Flint Hills		\$0			
Unbound Bike Event	\$20,000	\$20,000	\$20,000	\$20,000	
DDO	\$50,000	\$45,000	\$45,000	\$45,000	0.00%
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		#DIV/0!
Immaginarium		\$30,000			
National Teachers Hall of Fame	\$10,000	\$10,000	\$10,000	\$10,000	
First Friday Art Walk'		\$20,000	\$20,000	\$20,000	
Lyon County Historical Society		\$30,000	\$30,000	\$30,000	
Discover Gravel LLC		\$30,000	\$30,000	\$30,000	
Emporia Recreation Commission		\$28,200		\$28,200	
Champion Landing Disc Golf Course					
Free for Kansas - Music event	\$20,000	\$25,000	\$0		
Dynamic Discs - course improvements	\$79,906		\$0		#DIV/0!
Hispanics of Today and Tommorrow	\$20,000	\$0	\$0		
Marketing money (Mainstreet & Visit Emporia)		\$0			
Hotel Rebate				\$8,596	
Miscellaneous	\$448	\$2,000	\$0	\$507	#DIV/0!
Special Projects		\$0	\$0		
Outstanding PO's	\$0			\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$1,055,354</b>	<b>\$1,080,200</b>	<b>\$370,000</b>	<b>\$407,303</b>	<b>10.08%</b>
<b>Ending Cash Balance</b>	<b>\$582,733</b>	<b>\$344,041</b>	<b>\$693,874</b>	<b>\$655,415</b>	
<b>Transient Guest Tax Receipts</b>					
	2022	2023	2024	2025	2026
1ST QUARTER-JANUARY	\$184,682.75	\$217,964.96	\$208,253.00	\$229,900.15	\$289,257.29
2ND QUARTER-APRIL	\$143,987.80	\$170,824.51	\$163,048.74	\$154,751.85	\$182,143.80
3RD QUARTER-JULY	\$223,905.58	\$232,566.63	\$298,395.94	\$298,953.58	
4TH QUARTER-OCTOBER	\$219,288.14	\$230,393.63	\$262,929.27	\$244,267.67	
<b>TOTAL</b>	<b>\$771,864.27</b>	<b>\$851,749.73</b>	<b>\$932,626.95</b>	<b>\$927,873.25</b>	<b>\$471,401.09</b>

City of Emporia, Kansas

# Industrial Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	25,977	0	25,977	28,154	
<b>REVENUE</b>					
Ad Valorem Property Tax	1,146	0	1,077	0	-100.00%
Other Taxes	97	0	41	0	-100.00%
Interest on Investment	934	0	276	0	-100.00%
<b>TOTAL RECEIPTS</b>	<u>2,177</u>	<u>0</u>	<u>1,394</u>	<u>0</u>	<u>-100.00%</u>
<b>EXPENDITURES</b>					
Travel Expense & Miscellaneous	0	0	0	0	0
Other charges	0	0	0	0	0
Contractual Services	0	0	0	0	0
Transfer to Economic Dev Fund	0	0	0	28,154	(28,154)
<b>TOTAL EXPENDITURES</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>28,154</u>	<u>(28,154)</u>
<b>Ending Cash Balance</b>	<b>28,154</b>	<b>0</b>	<b>27,371</b>	<b>0</b>	

City of Emporia, Kansas

# Economic Sales Tax

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$1,045,887	\$1,132,193	\$1,045,887	\$908,071	
<b>Revenue:</b>					
Sales Tax Receipts	\$925,000	\$925,000	\$385,417	\$413,579	7.31%
Interest Income	\$25,821	\$22,000	\$8,912	\$7,400	-16.97%
Close out of Industrial fund	\$0	\$0	\$0	\$0	
RDA returned money	\$79,182		\$79,182	\$0	0.00%
<b>Total Revenue</b>	<b>\$1,030,003</b>	<b>\$947,000</b>	<b>\$473,510</b>	<b>\$420,979</b>	<b>-11.09%</b>
<b>Expense:</b>					
Appropriation to the RDA	\$386,192	\$400,000	\$193,096	\$0	-100.00%
Emporia Enterprises	\$0	\$0	\$0	\$0	
Main Street	\$45,000	\$45,000	\$45,000	\$45,000	0.00%
Land Purchase Bond Pmt	\$85,963	\$86,000	\$85,963	\$85,963	0.00%
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	0.00%
Nursing Education Classro	\$0		\$0	\$71,375	#DIV/0!
VisionFirst Advisors	\$24,288		\$0	\$0	#DIV/0!
Miscellaneous	-\$3,154		\$0	\$32,764	#DIV/0!
Transfer to Krestsinger Pro	\$279,530			\$0	
Special Projects	\$0	\$0	\$0		
<b>Total Expenses</b>	<b>\$1,167,819</b>	<b>\$881,000</b>	<b>\$674,059</b>	<b>\$585,102</b>	<b>-13.20%</b>
<b>Ending Cash Balance</b>	<b>\$908,071</b>	<b>\$1,198,193</b>	<b>\$845,338</b>	<b>\$743,948</b>	

City of Emporia, Kansas

# Special Alcohol Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	122,643	117,603	122,643	108,353	
<b>REVENUE</b>					
Private Club Liquor Tax	101,301	105,000	26,397	25,879	-1.96%
Interest on Investment	3,809	2,500	1,170	1,030	-11.91%
<b>TOTAL RECEIPTS</b>	<b>105,110</b>	<b>107,500</b>	<b>27,566</b>	<b>26,909</b>	<b>-2.38%</b>
<b>EXPENDITURES</b>					
Appropriations	119,400	112,200	40,650	33,450	-17.71%
Special Projects		0	0	0	
<b>TOTAL EXPENDITURES</b>	<b>119,400</b>	<b>112,200</b>	<b>40,650</b>	<b>33,450</b>	<b>-17.71%</b>
<b>Ending Cash Balance</b>	<b>108,353</b>	<b>112,903</b>	<b>109,559</b>	<b>101,812</b>	

Appropriations	Receive in 2022	Receive in 2023	Receive in 2024	Receive in 2025	Receive in 2026
Cross Winds	\$15,000.00	\$15,000.00	\$20,000.00	\$105,000.00	\$105,000.00
Corner House	\$65,000.00	\$75,000.00	\$85,000.00	\$0.00	\$0.00
Emporia State University	\$6,750.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
Flint Hills Tech ( Mental Health)				\$7,200.00	
Crosswinds Building Match				25,000.00	
<b>Total</b>	<b>\$86,750.00</b>	<b>\$97,200.00</b>	<b>\$112,200.00</b>	<b>\$144,400.00</b>	<b>\$112,200.00</b>

Receipts	2022	2023	2024	2025	2026
1ST QUARTER - MARCH	\$23,976.09	\$25,545.76	\$26,804.33	\$26,397.00	\$25,879.00
2ND QUARTER - JUNE	\$22,129.19	\$26,129.12	\$26,489.58	\$24,503.17	\$0.00
3RD QUARTER - SEPTEMBER	\$28,544.72	\$31,037.27	\$29,035.42	\$29,099.85	\$0.00
4TH QUARTER - DECEMBER	\$25,393.46	\$27,455.87	\$25,793.55	\$21,301.00	\$0.00
<b>TOTAL</b>	<b>\$100,043.46</b>	<b>\$110,168.02</b>	<b>\$108,122.88</b>	<b>\$101,301.02</b>	<b>\$25,879.00</b>

City of Emporia, Kansas

# Special Park Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$124,327	\$71,737	\$124,327	\$205,602	
<b>REVENUE</b>					
Private Club Liquor Tax	\$101,301	\$105,000	\$26,397	\$25,879	-1.96%
Interest on Investment	\$5,867	\$3,000	\$1,881	\$1,778	-5.48%
<b>TOTAL RECEIPTS</b>	\$107,168	\$108,000	\$28,278	\$27,657	-2.19%
<b>EXPENDITURES</b>					
Capital Outlay	\$104,316	\$143,000	\$104,316	\$73,751	-29.30%
Municipal Band Allocation	\$15,000	\$15,000	\$15,000	\$15,000	0.00%
Miscellaneous					
Commodities	\$0	\$0		\$0	
Contractual Services	\$0	\$0	\$0	\$0	
Other Charges					
Outstanding PO's	\$0			\$59,184	
Special Projects	-\$93,423		\$0		
<b>TOTAL EXPENDITURES</b>	\$25,893	\$158,000	\$119,316	\$147,935	23.99%
<b>Ending Cash Balance</b>	<b>\$205,602</b>	<b>\$21,737</b>	<b>\$33,288</b>	<b>\$85,323</b>	
<b>Receipts</b>					
	2022	2023	2024	2025	2026
1ST QUARTER - MARCH	\$23,976.10	\$25,545.75	\$26,804.32	\$26,397.00	\$25,879.00
2ND QUARTER - JUNE	\$22,129.19	\$26,129.11	\$26,489.57	\$24,503.17	\$0.00
3RD QUARTER - SEPTEMBER	\$28,544.72	\$31,037.26	\$29,035.43	\$29,099.85	\$0.00
4TH QUARTER - DECEMBER	\$25,393.46	\$27,455.86	\$25,793.55	\$21,301.00	\$0.00
<b>TOTAL</b>	\$100,043.47	\$110,167.98	\$108,122.87	\$101,301.02	\$25,879.00

# Special Street Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	188,562	103,825	188,562	73,004	
<b>REVENUE</b>					
Gasoline Tax	736,362	729,813	349,310	345,211	-1.17%
Damages	17,596	5,000	8,476	9,548	12.64%
Interest on Investment	7,657	5,000	3,254	2,104	-35.35%
Transfer of Funds	102,467	576,389	100,000	200,000	100.00%
Sale of Salvage	0	0	0	0	
Miscellaneous	0	0	0	0	
<b>TOTAL RECEIPTS</b>	<b>864,082</b>	<b>1,316,202</b>	<b>461,040</b>	<b>556,863</b>	<b>20.78%</b>
<b>EXPENDITURES</b>					
Personnel Services	613,233	673,766	264,788	270,574	2.19%
Maintenance & Repair	115,107	151,722	32,571	55,912	71.66%
Commodities	118,280	154,450	55,319	46,823	-15.36%
Other Charges	53,806	58,530	42,481	8,163	-80.78%
Capital Outlay	0	25,000	0	23,472	
Transfer of Funds	33,109	34,000	33,109	0	
Utilities	4,284	31,450	3,016	2,222	-26.33%
Communications	3,320	2,700	1,103	3,049	176.37%
Training & Travel	14,484	13,500	11,541	4,010	-65.26%
Contractual Services	41,870	45,800	5,073	6,327	24.71%
Special Projects	0		0	0	
Outstanding PO's	0			2,520	
Audit Adjustments	(17,853)		(4,406)	4,927	
<b>TOTAL EXPENDITURES</b>	<b>979,640</b>	<b>1,190,918</b>	<b>444,597</b>	<b>427,999</b>	<b>-3.73%</b>
Net Change in Cash	(115,558)	125,284	16,444	128,864	
<b>Ending Cash Balance</b>	<b>73,004</b>	<b>229,109</b>	<b>205,006</b>	<b>201,868</b>	
<b>Receipts</b>					
	2022	2023	2024	2025	2026
1st Quarter - Jan Payment	\$167,557.74	\$167,412.68	\$159,680.00	\$180,485.00	\$164,859.00
2nd Quarter - April Payment	\$157,106.42	\$149,529.56	\$151,744.49	\$129,635.50	\$160,584.59
3rd Quarter - July Payment	\$166,060.14	\$166,505.96	\$174,865.61	\$171,627.10	\$0.00
4th Quarter - Oct Payment	\$165,112.70	\$164,909.80	\$166,786.70	\$173,983.16	\$0.00
<b>Total</b>	<b>\$655,837.00</b>	<b>\$648,358.00</b>	<b>\$653,076.80</b>	<b>\$655,730.76</b>	<b>\$325,443.59</b>

**Capital Item**                      **Budget Amount**    **Purchase Price**

# Drug Forfeiture Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$65,741	\$67,741	\$35,885	\$60,620	
<b>REVENUE</b>					
Receipts from Drug Forfeitures	-\$2,110	\$5,000	\$4,850	\$15,545	220.54%
Interest on Investment	\$2,280	\$2,000	\$722	\$723	0.23%
Miscellaneous					
<b>TOTAL RECEIPTS</b>	<u>\$170</u>	<u>\$7,000</u>	<u>\$5,571</u>	<u>\$16,268</u>	<u>192.00%</u>
<b>EXPENDITURES</b>					
Commodities	\$1,218	\$5,000	\$0	\$0	#DIV/0!
Capital Outlay		\$0	\$0	\$0	
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$2,172		\$0	\$0	
Transfer of funds					
Other Contractual	\$1,901	\$0	\$0	\$3,437	
Travel & Training					
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's				\$0	
Special Projects		\$0	\$0		
<b>TOTAL EXPENDITURES</b>	<u>\$5,291</u>	<u>\$5,000</u>	<u>\$0</u>	<u>\$3,437</u>	<u>#DIV/0!</u>
<b>Ending Cash Balance</b>	<b>\$60,620</b>	<b>\$69,741</b>	<b>\$41,456</b>	<b>\$73,452</b>	

City of Emporia, Kansas

# Storm Water

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$139,005	\$151,446	\$139,005	\$167,407	
<b>REVENUE</b>					
Storm Water Fee		\$250,000	\$0	\$88,758	#DIV/0!
Transfer from Multi Year	\$150,000	\$150,000	\$100,000	\$150,000	50.00%
Interest on Investment	\$7,734	\$13,000	\$2,224	\$2,573	15.69%
Sale of Bonds		\$5,600,000	\$0	\$1	
Miscellaneous				\$0	
<b>TOTAL RECEIPTS</b>	<b>\$157,734</b>	<b>\$6,013,000</b>	<b>\$102,224</b>	<b>\$241,333</b>	<b>#DIV/0!</b>
<b>EXPENDITURES</b>					
Maintenance of Storm Sewer	\$28,524	\$0	\$216	\$3,761	1641.99%
Commodities	\$0	\$0	\$0	\$0	#DIV/0!
Capital Outlay	\$0	\$565,000	\$0	\$0	#DIV/0!
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$0		\$0	\$35	
Transfer of funds	\$0		\$0	\$0	
Other Contractual	\$100,808	\$0	\$0	\$287,464	#DIV/0!
Travel & Training					
Outstanding PO's				\$170,658	
Special Projects		\$0	\$0	\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$129,332</b>	<b>\$565,000</b>	<b>\$216</b>	<b>\$461,918</b>	<b>#DIV/0!</b>
<b>Ending Cash Balance</b>	<b>\$167,407</b>	<b>\$5,599,446</b>	<b>\$241,013</b>	<b>-\$53,179</b>	

City of Emporia, Kansas

# Land Bank

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$133,963	\$0	\$133,963	\$114,120	
<b>REVENUE</b>					
Transfer from Multi Year	\$0	\$0	\$0	\$0	
Interest on Investment	\$4,331	\$0	\$1,380	\$1,154	-16.41%
Sale of Property	\$0			\$0	
<b>TOTAL RECEIPTS</b>	<u>\$4,331</u>	<u>\$0</u>	<u>\$1,380</u>	<u>\$1,154</u>	<u>-16.41%</u>
<b>EXPENDITURES</b>					
Commodities	\$0	\$0	\$0	\$0	
Capital Outlay	\$658	\$0	\$0	\$0	
Communications	\$40	\$0	\$0	\$14	
Other Charges	\$23,476	\$0	\$6,357	\$0	-100.00%
Purchase of Property	\$0	\$0	\$0	\$0	
Other Contractual Services		\$0	\$0	\$0	
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
<b>TOTAL EXPENDITURES</b>	<u>\$24,174</u>	<u>\$0</u>	<u>\$6,357</u>	<u>\$14</u>	
<b>Ending Cash Balance</b>	<b>\$114,120</b>	<b>\$0</b>	<b>\$128,986</b>	<b>\$115,259</b>	

City of Emporia, Kansas

# Bond & Interest Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$3,958,724	\$5,476,243	\$2,358,480	\$5,581,482	\$0
<b>REVENUE</b>					
Ad Valorem Property Tax	\$2,108,140	\$2,184,253	\$1,982,305	\$1,241,180	62.61%
Other Taxes	\$228,031	\$203,634	\$115,328	\$51,547	44.70%
Interest on Investment	\$191,374	\$130,000	\$54,072	\$65,508	121.15%
Recreation Center - Fitness Room	\$49,440	\$0	\$88,295	\$0	0.00%
Industrial Land Payment - Ind Sales Tax	\$95,650	\$96,763	\$0	\$0	#DIV/0!
Sale of Bonds	\$12,210,000	\$0	\$0	\$12,210,000	
RHID Krestinger Tax Payment	\$2	\$0	\$0	\$9	
RHID Mehtroplois Tax Payment	\$0	\$0	\$0	\$1,143	
Miscellaneous	\$221	\$0	\$0	\$0	
Transfer of Funds from Project Accounts	\$0	\$0	\$0	\$85,963	
<b>TOTAL RECEIPTS</b>	<b>\$14,882,858</b>	<b>\$2,614,650</b>	<b>\$2,240,000</b>	<b>\$13,655,350</b>	<b>609.61%</b>
<b>EXPENDITURES</b>					
Bond Payment	\$1,050,100	\$2,185,716	\$97,550	\$630,389	646.22%
Transfer of funds	\$12,210,000			\$12,210,000	
Misc projects			\$0		
<b>TOTAL EXPENDITURES</b>	<b>\$13,260,100</b>	<b>\$2,185,716</b>	<b>\$97,550</b>	<b>\$12,840,389</b>	
<b>Ending Cash Balance</b>	<b>\$5,581,482</b>	<b>\$5,905,177</b>	<b>\$4,500,930</b>	<b>\$6,396,443</b>	

City of Emporia, Kansas

# Equipment Reserve Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$249,176	\$0	\$249,176	\$276,935	
<b>REVENUE</b>					
Transfer from other funds	\$739,667		\$739,667	\$0	739,667
Interest on Investment	\$13,633		\$2,844	\$837	-70.56%
Sale of Vehicles	\$31,600		\$0	\$53,772	#DIV/0!
<b>TOTAL RECEIPTS</b>	\$784,900	\$0	\$742,511	\$54,610	-92.65%
<b>EXPENDITURES</b>					
Leasing Payment	\$757,141		\$316,699	\$324,753	2.54%
Capital Outlay	\$0		\$0	\$0	
Special Projects					
<b>TOTAL EXPENDITURES</b>	\$757,141	\$0	\$316,699	\$324,753	
<b>Ending Cash Balance</b>	<b>\$276,935</b>	<b>\$0</b>	<b>\$674,989</b>	<b>\$6,792</b>	

City of Emporia, Kansas  
**Water Fund**

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	10,000	758,314	830,592	496,701	
<b>REVENUE</b>					
Sale of Water	9,569,050	11,200,000	3,867,402	3,943,925	1.98%
Service Charge	91,121	95,000	32,441	46,542	43.46%
Penalties	122,732	80,000	45,583	50,318	10.39%
Sale of Salvage	0	0	0		
Reimbursed Expense	0	20,000	0	400	#DIV/0!
Interest on Investment	28,160	20,000	9,061	12,710	40.27%
Sale of Bonds	0	0	0	0	
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0.00%
Trf from Project fund	4,321,335	0	0	0	
Non Operating Revenue	0	0	0	9,448,791	
Miscellaneous	22,665	2,100	0	5,606	#DIV/0!
<b>TOTAL RECEIPTS</b>	14,505,063	11,767,100	4,304,487	13,858,292	221.95%
<b>EXPENDITURES</b>					
Personnel Services	1,463,421	1,584,076	595,063	707,190	18.84%
Maintenance & Repair	866,438	1,203,550	242,616	274,654	13.20%
Commodities	2,299,182	2,165,850	991,480	992,953	0.15%
Other Charges	256,352	316,450	168,178	61,445	-63.46%
Industrial Discout	202,719	350,000	141,738	0	-100.00%
Capital Outlay	117,955	318,000	111,655	0	
Debt Payment	1,834,690	1,923,869	283,768	298,607	5.23%
Stock	0	5,000	0	0	#DIV/0!
Transfer to Project Account	3,688,238	0	0	9,448,791	#DIV/0!
Utilities	531,651	594,600	221,336	179,873	-18.73%
Communications	26,416	40,400	9,813	12,288	25.22%
Travel & Training	26,267	20,200	11,705	5,693	-51.36%
Contractual Services	1,155,267	1,250,300	882,613	875,535	-0.80%
Administrative Fee 16%	1,405,680	1,120,000	627,119	466,667	-25.59%
Excess Carryover		0	0		
Change in Liabilities	124,730	0	0	(28,643)	
Outstanding PO's	19,356		0	1,165,606	
<b>TOTAL EXPENDITURES</b>	14,018,362	10,892,295	4,287,085	14,460,659	237.31%
<b>NET CHANGE IN CASH</b>	486,701	874,805	17,403	(602,367)	-3561.30%
<b>ENDING CASH BALANCE</b>	<b>496,701</b>	<b>1,633,119</b>	<b>847,995</b>	<b>(105,666)</b>	
Principal Bond Payments	(1,415,000)	(1,370,000)	(1,415,000)	(1,370,000)	
Depreciation	1,456,758	1,550,000	129,166	0	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
<b>ADJUSTMENTS</b>	<b>(3,838,030)</b>	<b>(815,000)</b>	<b>(1,285,834)</b>	<b>(1,370,000)</b>	
Base for reserve calculation	10,212,169	10,574,295	4,175,430	5,011,868	
20% reserve amount	2,042,434	2,114,859	835,086	1,002,374	
Amount over 20% reserve	(1,545,733)	(481,740)	12,909	(1,108,040)	
Percent	4.86%	15.44%	20.31%	-2.11%	

# Wastewater Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	640,981	1,321,734	1,029,532	1,452,174	
<b>REVENUE</b>					
Sales/Charges	7,124,223	8,140,000	2,973,896	3,269,658	9.95%
Extra Strength Surcharge	276,057	162,500	91,978	134,016	45.70%
Interest on Investment	45,078	20,000	13,860	13,437	-3.06%
New System taps	3,400	1,000	800	400	-50.00%
Loss on sales of assets	0			0	
Grant money	0	0	0	0	
Sale of Bonds	0	0	0	0	
Non Operating Revenue	283,352		0	0	
Miscellaneous	9,585	1,000	1,520	2,450	61.18%
<b>TOTAL RECEIPTS</b>	<b>7,741,695</b>	<b>8,324,500</b>	<b>3,082,054</b>	<b>3,419,961</b>	<b>10.96%</b>
<b>EXPENDITURES</b>					
Personnel Services	1,492,043	1,502,707	594,347	613,131	3.16%
Maintenance & Repair	539,211	546,500	76,242	92,772	21.68%
Commodities	387,750	579,750	253,092	219,414	-13.31%
Other Charges	165,926	212,865	127,138	29,127	-77.09%
Capital Outlay	6,300	1,178,000	0	0	#DIV/0!
Debt Payment	2,767,241	2,758,691	408,184	1,163,346	185.00%
Transfer to Project fund	0	0	0	400,000	#DIV/0!
Utilities	824,756	675,500	326,862	407,800	24.76%
Communications	23,260	30,300	8,738	11,234	28.57%
Travel & Training	16,280	16,000	8,064	1,834	-77.26%
Contractual Services	462,360	237,050	138,094	77,282	-44.04%
Administrative Fee flat	610,000	610,000	254,167	254,167	0.00%
Excess Carryover		0	0		
Change in Liabilities	(364,625)	0		56,683	
Outstanding PO's				214,508	
<b>TOTAL EXPENDITURES</b>	<b>6,930,502</b>	<b>8,347,363</b>	<b>2,194,928</b>	<b>3,541,297</b>	<b>61.34%</b>
<b>NET CHANGE IN CASH</b>	<b>811,193</b>	<b>(22,863)</b>	<b>887,126</b>	<b>(121,336)</b>	
<b>ENDING CASH BALANCE</b>	<b>1,452,174</b>	<b>1,298,871</b>	<b>1,916,658</b>	<b>1,330,838</b>	
<hr/>					
Depreciation	2,096,619	2,125,205	177,099	0	
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,285,730)	(2,211,279)	
Capitalized Assets	(3,169,496)	(405,000)	0	0	
Change in Liabilities		0			
<b>ADJUSTMENTS</b>	<b>(3,358,607)</b>	<b>(491,074)</b>	<b>(2,108,631)</b>	<b>(2,211,279)</b>	
Base for reserve calculation	6,924,202	7,169,363	2,194,928	3,141,297	
20% Cash Reserve amount	1,384,840	1,433,873	438,986	628,259	
Amount over 20% Cash Reserve	67,334	(135,002)	1,477,673	702,578	
Percentage	20.97%	18.12%	87.32%	42.37%	

# Solid Waste Fund

as of May 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - May. Actual	2026 Jan - May. Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	2,528,037	733,639	3,388,241	1,965,630	
<b>REVENUE</b>					
Refuse Collection Fees	3,315,313	3,520,000	1,373,908	1,515,815	10.33%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	74,105	70,000	29,491	21,673	-26.51%
Resale of Recyclables	102,845	90,000	42,887	26,244	-38.81%
Box Container Fees	1,919,089	2,220,000	808,720	959,821	18.68%
Landfill Fees	574,261	849,000	227,392	269,817	18.66%
Transfers	16,387	0	0	0	
Miscellaneous	7,812	4,800	5	32,671	653316.00%
<b>TOTAL RECEIPTS</b>	<b>6,009,812</b>	<b>6,753,800</b>	<b>2,482,402</b>	<b>2,826,041</b>	<b>13.84%</b>
<b>EXPENDITURES</b>					
Personnel Services	2,670,130	2,791,045	1,135,141	1,105,085	-2.65%
Maintenance & Repair	315,294	318,000	129,937	71,270	-45.15%
Commodities	445,883	542,300	193,432	211,089	9.13%
Other Charges	189,458	403,900	114,452	31,323	-72.63%
Industrial Discount	140,820		56,581	80,146	41.65%
Capital Outlay	320,359	100,000	0	321,286	
Utilities	57,645	80,000	28,048	23,807	-15.12%
Communications	37,477	52,400	12,424	14,252	14.72%
Transfer to project			0	0	
Travel & Training	6,395	8,750	2,433	523	-78.52%
Contractual Services	1,926,987	1,943,440	601,680	708,395	17.74%
Administrative Fee 16%	924,880	990,000	404,985	387,267	-4.37%
Excess Carryover	0	0	0	0	
Change in Liabilities	(463,109)	0	0	407,847	
Outstanding PO's	0		0	449,892	
<b>TOTAL EXPENDITURES</b>	<b>6,572,219</b>	<b>7,229,835</b>	<b>2,679,111</b>	<b>3,812,182</b>	<b>42.29%</b>
<b>NET CHANGE IN CASH</b>	<b>(562,407)</b>	<b>(476,035)</b>	<b>(196,709)</b>	<b>(986,141)</b>	
<b>ENDING CASH BALANCE</b>	<b>1,965,630</b>	<b>257,604</b>	<b>3,191,532</b>	<b>979,489</b>	
<b>ADJUSTMENTS</b>					
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	37,082	0	
Capitalized Assets	(459,572)	(655,000)	0	0	
Change in Liabilities	0	0	0	0	
<b>ADJUSTMENTS</b>	<b>(65,274)</b>	<b>(200,000)</b>	<b>37,082</b>	<b>0</b>	
Base for reserve calculation	6,251,860	7,129,835	2,679,111	3,490,895	
20% cash reserve amount	1,250,372	1,425,967	535,822	698,179	
Amount over 20% Cash Reserv	715,258	(1,168,363)	2,655,709	281,310	
Percentage	31.44%	3.61%	119.13%	28.06%	

CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of May 31, 2026  
 EXPENSES FOR GENERAL FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						13,350,353	11,272,902	
GENERAL FUND ADMINISTRATION	1,976,518.00	111,425.49	1,865,093	6%	6.92%	923,700	779,962	668,537
COMMISSION/MANAGER/CLERK	1,085,861.28	434,114.22	651,747	40%	3.80%	507,463	428,497	(5,618)
FINANCE/HUMAN RESOURCES	658,240.76	274,258.14	383,983	42%	2.30%	307,620	259,751	(14,507)
INFORMATION SYSTEMS	685,438.84	260,197.08	425,242	38%	2.40%	320,331	270,484	10,287
COMMUNICATION	203,350.04	63,936.28	139,414	31%	0.71%	95,033	80,245	16,309
POLICE PROTECTION	6,233,795.20	2,628,151.94	3,605,643	42%	21.82%	2,913,282	2,459,945	(168,206)
ANIMAL CONTROL	268,107.00	136,105.62	132,001	51%	0.94%	125,296	105,799	(30,307)
FIRE PROTECTION	3,778,576.08	1,516,890.67	2,261,685	40%	13.23%	1,765,868	1,491,081	(25,810)
AMBULANCE SERVICE	4,493,323.58	1,505,955.08	2,987,369	34%	15.73%	2,099,895	1,773,130	267,175
COURT SERVICES	666,974.60	257,681.31	409,293	39%	2.33%	311,702	263,198	5,516
ENGINEERING	822,355.72	335,763.91	486,592	41%	2.88%	384,317	324,513	(11,250)
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	163,000.00	28,017.31	134,983	17%	0.57%	76,176	64,322	64,322
GOLF COURSE MAINTENANCE	612,419.04	260,700.69	351,718	43%	2.14%	286,206	241,669	213,652
GOLF SHOP	544,628.02	241,505.69	303,122	44%	1.91%	254,525	214,918	(45,783)
PARK	1,399,623.72	518,738.43	880,885	37%	4.90%	654,096	552,312	310,806
DISC GOLF	95,623.02	654.25	94,969	1%	0.33%	44,688	37,734	(481,004)
AQUATIC CENTER	265,000.00	15,823.28	249,177	6%	0.93%	123,844	104,573	(414,166)
ZOO	987,419.34	368,257.05	619,162	37%	3.46%	461,457	389,650	388,996
CIVIC BUILDING OPERATIONS	915,202.80	347,428.16	567,775	38%	3.20%	427,708	361,152	345,329
LIBRARY MAINTENANCE	93,587.42	45,182.02	48,405	48%	0.33%	43,737	36,931	(331,326)
GROUND MAINTENANCE	148,330.56	52,382.21	95,948	35%	0.52%	0	58,533	(288,895)
CONCESSION STAND	96,854.08	68,408.38	28,446	71%	0.34%	45,263	38,220	(6,962)
CODE SERVICES	1,042,179.22	418,376.68	623,803	40%	3.65%	487,049	411,259	(7,118)
SHOP MAINTENANCE	97,843.80	40,451.93	57,392	41%	0.34%	45,726	38,611	(13,772)
STREET LIGHTING	322,176.00	106,886.22	215,290	33%	1.13%	150,565	127,135	58,727
MISC APPROPRIATIONS	88,000.00	81,693.74	6,306	93%	0.31%	41,126	34,726	(5,726)
AIRPORT	992,688.56	245,017.48	747,671	25%	3.47%	463,920	391,729	310,035
PARKING FACILITY	15,605.00	3,748.71	11,856	24%	0.05%	7,293	6,158	(238,860)
TRANSERS	4,851,389.00	1,841,777.56	3,009,611	38%	16.98%	2,267,233	1,914,428	1,910,679
CONTINGENCY	0.00	0	0	#DIV/0!	0.00%	0	0	(1,841,778)
EXCESS CARRYOVER	0	0	0	0%				
GENERAL FUND	33,604,111	12,209,530	21,394,581	#DIV/0!	1	15,635,117	13,260,667	
	28,566,878							

CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of May 31, 2026  
 EXPENSES FOR WATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,567,156	588,741	3,978,415	13%
ADMINISTRATION	287,082	301,107.38	(14,025)	105%
WATER SERVICE	673,650	125,178.05	548,472	19%
WATER MAINTENANCE	1,602,929	9,952,134.46	(8,349,206)	621%
WATER PLANT	5,389,598	2,361,435.34	3,028,163	44%
WATER STOCK	5,000	1.00	4,999	0%
	<u>12,525,414</u>	<u>13,328,597</u>	<u>(803,183)</u>	<u>8</u>

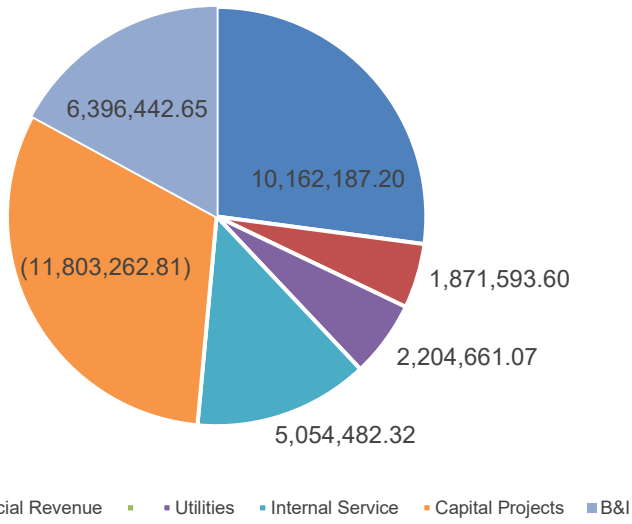
CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of May 31, 2026  
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,536,914	404,941	4,131,973	9%
ADMINISTRATION	774,348	388,250	386,098	50%
WASTEWATER SERVICE	230,840	65,791	165,048	29%
SEWER MAINTENANCE	1,595,092	815,073	780,019	51%
SEWER PLANT	2,509,041	1,031,222	1,477,819	41%
	<u>9,646,234</u>	<u>2,705,276</u>	<u>6,940,958</u>	<u>28%</u>

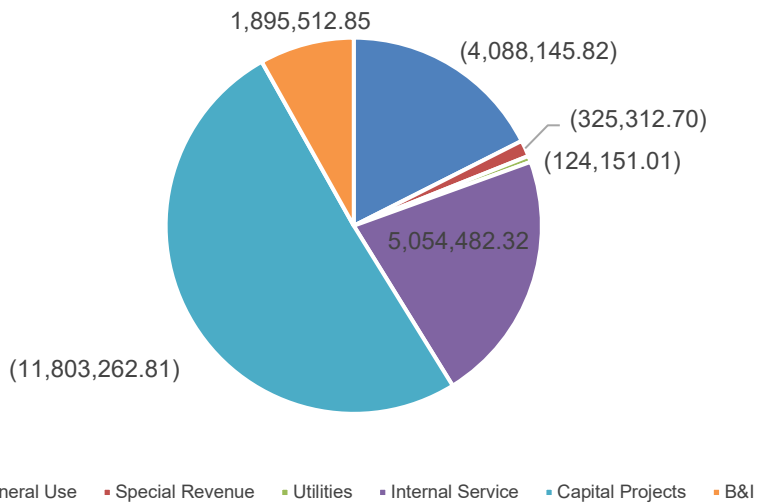
CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of May 31, 2026  
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,590,904	575,655	399,598	36%
COLLECTIONS	3,078,559	1,545,947	797,978	50%
TRANSFER STATION	2,062,323	1,020,066	535,461	49%
RECYCLING CENTER	<u>755,653</u>	<u>262,667</u>	<u>221,275</u>	<u>35%</u>
	<u>7,487,439</u>	<u>3,404,335</u>	<u>1,954,312</u>	<u>2</u>

### Unencumbered Cash



### Available Funds



**City of Emporia**  
**Unencumbered Cash Report**  
**as of May 31, 2026**

	<b>Amount</b>	<b>YTD Budget</b>	<b>Difference</b>	<b>Unencumbered Cash</b>		
101 General Fund	7,670,111.06	9,904,310.02	(2,234,198.96)	General Use	10,162,187.20	73.18%
102 Multi Year Fund	2,492,076.14	4,346,023.00	(1,853,946.86)	Special Revenue	1,871,593.60	13.48%
103 Insurance Reserve	731,234.39	706,956.02	24,278.37			
104 Vacant Property Program	7,559.00	-	7,559.00	Utilities	2,204,661.07	15.88%
201 Library Fund	(1.00)	-	(1.00)	Internal Service	5,054,482.32	36.40%
203 Transient Guest Tax Fund	655,414.62	693,873.68	(38,459.06)	Capital Projects	(11,803,262.81)	-85.00%
204 Industrial Fund	0.46	27,371.23	(27,370.77)	B&I	6,396,442.65	46.06%
205 Economic Sales Tax Fund	743,947.63	845,338.25	(101,390.62)		13,886,104.03	
206 Special Alcohol Fund	101,812.10	109,559.07	(7,746.97)			
207 Special Park & Recreation Fund	85,323.39	33,288.48	52,034.91	<b>Budget</b>		
208 Special Street Fund	201,868.01	205,005.66	(3,137.65)	General Use	(4,088,145.82)	
209 Drug Money Forfeitures Fund	73,451.78	41,456.46	31,995.32	Special Revenue	(325,312.70)	
210 Storm Water Fund	(53,178.69)	241,013.47	(294,192.16)	Utilities	(124,151.01)	
218 Emergency Shelter Grant Fund	(1,554.93)		(1,554.93)	Internal Service	5,054,482.32	
224 Fire Public Education	7,923.08		7,923.08	Capital Projects	(11,803,262.81)	
225 Police Grants Fund	(6,759.58)		(6,759.58)	B&I	1,895,512.85	
251 Emporia Homeowner Repair	(81,534.61)		(81,534.61)			
252 2014 Housing Rehab	1,543.08		1,543.08			
254 2020 CDBG Rehab Grant	1,173.19		1,173.19			
260 Land Bank	115,259.26		115,259.26			
301 Bond and Interest Fund	6,396,442.65	4,500,929.80	1,895,512.85			
305 Equipment Reserve Fund	6,791.63	674,988.66	(668,197.03)			
406 Internal Improvement Fund	3,102,988.05		3,102,988.05			
407 Rec Center Projects	-		-			
409 Water Treatment Plant Improvement	56,145.18		56,145.18			
413 Water Main Improvements	(3,489,502.17)		(3,489,502.17)			
415 Civic Auditorium Project Fund	268,495.17		268,495.17			
423 Airport Improvements Fund	252,849.71		252,849.71			
428 Park Improvements Fund	(557,759.64)		(557,759.64)			
441 Paving Projects Fund	(6,484,100.69)		(6,484,100.69)			
442 Construction Projects Fund	(5,914,242.14)		(5,914,242.14)			
444 Waste water Improvement	961,863.72		961,863.72			
501 Water Utility Fund	(105,666.03)	847,994.90	(1,108,039.60)			
502 Sewer Fund	1,330,837.89	1,916,658.14	702,578.42			
503 Solid Waste Fund	979,489.21	3,191,531.74	281,310.17			
601 Worker's Comp Fund	2,419,304.35		2,419,304.35			
602 Health Care Fund	2,635,177.97		2,635,177.97			
708 Fire Insurance Proceeds	26,905.81		26,905.81			
	<b>14,631,689.05</b>					

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, June 3, 2026, with Mayor Smith presiding and Commissioners Duncan, Harter, Ogle and Steinkuhler present. Also present were City Manager Cocking, Deputy City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Tagan Trahoon, of Emporia, was in attendance to accept a proclamation declaring the month of June 2026, as “LGBTQ+ Pride Month” in Emporia. He stated Emporia has a diverse Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) community and is committed to supporting visibility, dignity, and equity for all residents. Emporia is strengthened by the diversity of ethnicity, culture, racial, gender, and sexual identities of its residents and business community members. Discrimination against people from the LGBTQ+ community around the world makes it imperative for cities like Emporia to stand up and show support for out LGBTQ+ residents. Each of us can promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms, which will make Emporia a stronger and healthier community. June has become a symbolic month in which the LGBTQ+ community and allies come together in various celebrations of pride. He encouraged all residents to actively promote and help build a culture of inclusiveness and acceptance.

Mayor Smith then presented the proclamation.

Brenda Young, Executive Zoo Director, and Zoo Staff, were in attendance to accept a proclamation declaring the month of June as “Zoo Month” in Emporia. She stated Zoological Parks and Aquariums of North America serve the needs of both humans and wildlife by bringing them together in a unique setting. They help build awareness, understanding, concern and a sense of stewardship for wildlife and the environment. Their commitment to education fosters and enriches the appreciation of wildlife in over 20 million schoolchildren. They provide important cultural, recreational, and educational experiences for over 175 million people each year. She urged all citizens to visit the

David Traylor Zoo of Emporia to experience firsthand the wonders of nature and our environment offered by the Zoo.

Mayor Smith then presented the proclamation.

**CITY COMMISSION  
(Public Comment)**

This is the time for the public to make comments.

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

Jay Vehige, 1319 Lawrence, Emporia Ks  
Kathy Lamb, 1706 E. 10<sup>th</sup> Avenue, Emporia, Ks  
Edgar Esparza, 1100 Neosho St., Emporia, Ks  
Mic McGuire, 1702 Case De Loma, Emporia, Ks  
Judith Bilyoa, 921 Lakeview, Emporia, Ks  
Leah Green, 2215 N. Hwy 99, Emporia, Ks  
Anna DeLong, 1674 Road 235, Emporia, Ks  
Leslie Smith, 915 Neosho St., Emporia, Ks  
Chelsea Greutz, 1407 Center St., Emporia, Ks  
Ashleigh Dorr, 711 Constitution St., Emporia, Ks  
Melissa Stapley, 1542 Road 160, Emporia, Ks  
Clara Corn, 1122 West St., Emporia, Ks  
Barb Tharas, 1408 Goura Pl, Emporia, Ks  
Mark Jurgens, 2825 Rio Vista, Emporia, Ks  
Molly Williams, 412 Road 175, Emporia, Ks  
Alex Babb, 2554 Road 160, Emporia, Ks  
Greg Markowitz, 619 N. Park Lane, Olpe, Ks  
Jessica Danford, 3532 W. 20<sup>th</sup> Ave., Emporia, Ks  
Lux Claridge, 3532 W. 20<sup>th</sup> Ave., Emporia, Ks  
Halen Lacey, 1622 Center St., Emporia, Ks  
Brenda Thompson, 1442 Road 130, Emporia, Ks  
McKenna Phillips, 1006 Constitution, Emporia, Ks  
Carolee Conway, 911 Weaver St., Emporia, Ks  
Rosalie Krenger, 510 State St., Emporia, Ks  
Sarah Bryan, 1850 Road S, Emporia, Ks  
Kristy Dekat, 1834 Road F5, Emporia, Ks  
Tracy Graham, Chase County resident  
Lori Schwilling, 1109 Luther St., Emporia, Ks  
Max 1102 East St., Emporia, Ks

All spoke in opposition to a potential data center, increase in utilities, taxes and resources.

George Hubka, 1919 Darlene Way, Emporia, Ks – Spoke in favor of progress, opportunity for change and understanding the process.

Don Loux, 819 Constitution, Emporia, Ks – Spoke in opposition of using TGT funds for Champions Landing improvements.

Victoria Partridge, Founder and Executive Director of the Street Cats Club, spoke about the stray cat crisis in Emporia and the need for funding.

### **CITY COMMISSION (Board Appointment)**

#### **Emporia Human Relations Commission:**

It was moved by Commissioner Smith seconded by Commissioner Steinkuhler that Angela Acosta-Cruz be appointed to the Emporia Human Relations Commission for a term ending on June 1, 2029. The vote follows: Commissioner Smith, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

### **MUNICIPAL AIRPORT (24-Hour Self-Serve Fuel Equipment) (Bids)**

Julian Seaman, Assistant Airport Manager, was recognized and addressed the Governing Body. He stated the Commission previously accepted a grant from the Kansas Airport Improvement Program (KAIP) in the amount of \$208,000 for the purchase of the airport self-service fueling area. The self-service fueling area will make it possible for pilots to fuel their own airplanes during manned airport hours or unmanned after hours. This fuel infrastructure is vital to the airport as it ensures fuel sales when city staff are unavailable. The current equipment is over 30 years old and is no longer supported or able to be repaired. Relocating the equipment is needed to allow room for the airport expansion that will start after self-service area is installed. The bids follow:

**BID TABULATION SELF SERVE FUEL EQUIPMENT**

<b>Category</b>	<b>Double Check</b>	<b>Hoidale</b>	<b>Garsite</b>
Equipment Price	\$ 75,873.	<b>\$ 86,872.67</b>	Avgas \$112,465. Mogas \$ 89,505.
Installation Price	\$ 33,026.	<b>\$ 26,013.</b>	Not Included
Freight	Plus Freight	<b>Plus Freight</b>	\$ 2,897.
Total	\$108,899.	<b>\$112,885.67</b>	\$204,867.

KDOT has awarded \$208,000 of the estimated \$260,000 to replace and relocate the self-serve fueling area. This program is 80% grant funded by the KAIP and 20% city share of \$52,000. Staff recommend awarding the bid to Hoidale in the amount of \$112,885.67 plus freight.

Following further discussion, Commissioner Duncan made a motion to enter into a purchase agreement for the installation of a dual-fuel, above-ground aviation fueling system capable of supporting unattended 24-hour aircraft fueling operations, including dedicated 100LL AvGas and MoGas storage, aviation dispensing equipment, fuel quality controls, automated transaction capability, and associated equipment necessary to support relocation of the airport fuel point to Hoidale in the amount of \$112,885.67. Commissioner Harter seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**SANITATION  
 (Burns & McDonnell Agreement)  
 (Solid Waste Master Plan)**

Brian Silcott, Director of Public Works, was recognized and addressed the Governing Body. He stated as previously discussed with the Commission, the Solid Waste utility continues with significant operational, financial, and capital challenges. Over recent years, the utility has experienced increasing labor costs, equipment and fleet replacement needs, staffing, as well as rising contractual and disposal costs. The City sought a consultant to address issues with the intended purpose to develop a comprehensive roadmap. Burns & McDonnell Engineering Company, Inc. was selected as the consultant. The Solid Waste Master Plan will define the City's future solid waste

service model; establish a long-term financial and rate sustainability; guide capital investment and fleet modernization; evaluate automation and workforce implications; and position the City for future procurement of hauling, processing and disposal services. Staff recommend authorizing the execution of Task Order No. 3 with Burns & McDonnell Engineering Company, Inc. in the amount of \$105,800 for completion of the Solid Waste Utility Master Plan.

Commissioner Steinkuhler made a motion authorizing the execution of Task Order No. 3 with Burns & McDonnell Engineering Company, Inc. in the amount of \$105,800 for completion of the Solid Waste Utility Master Plan to provide the City with a comprehensive planning initiative intended to evaluate operations, finances, rates, capital planning, workforce considerations, automation opportunities, and future procurement strategies in support of long-term utility sustainability. Commissioner Harter seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**PAVING**  
**(Kansas Department of Transportation)**  
**(CCLIP Geometric Improvements)**  
**(K-99 from Sodens Road to Kansas Avenue)**  
**(Project No. PV2403 KDOT Project No. 056 KA-7274-01)**  
**(Award Contract Commitment)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated Kansas Department of Transportation KDOT bid and will administer the construction and construction engineering contracts for City Project PV2403, KDOT Project No. 056 KA-7274-01. The project is on Commercial Street/K-99 Highway between Sodens Road and Kansas Avenue and will consist of pavement on the gravel shoulders, widening the 2-lane roadway to 3-lane, along with storm sewer and sidewalk improvements. The bids follow:

Bidder Name	Base Bid
City Engineer's Estimate	\$1,842,755.64
<b>Killough Construction</b>	<b>\$1,826,161.00</b>
APAC-Ks, Inc. Shears Division	\$2,163,159.00
Ebert Constr. Co. Inc. & Subsidiary	\$2,227,409.00
Bruce Davis Construction LLC	\$2,458,729.00

KDOT will pay up to \$1,200,000. of eligible construction costs. The City is responsible for non-eligible construction costs and construction engineering costs that exceed the \$1,200,000 original estimate. Those costs are estimated at \$808,000 beyond KDOT's \$1,200,000. Funding will be provided from the Multi-Year Fund and Federal Fund Exchange dollars. The project will be awarded to Killough Construction in the amount of \$1,826,161. plus \$400.00 for water to be used on grading, which is a set price allowance given by KDOT, for a total of \$1,826,561. Staff recommend authorizing the Mayor to sign KDOT Authority to Award Contract Commitment of City Funds.

Commissioner Harter made a motion to authorize the Mayor to sign KDOT Authority to Award Contract Commitment of City Funds. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT**  
**(Annex Lands Located at 647 W. Highway 50)**  
**(Ordinance Number 26-16)**

AN ORDINANCE ANNEXING LANDS TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-16, was presented to the Governing Body for their consideration.

Justin Givens, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia has received consent to annexation from the owner of property located at 647 W. Highway 50. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. Kansas Annexation Law specifically allows that when a property that adjoins the city and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains the zoning designation. A separate zoning request to rezone to a City Parcel Type will be necessary prior to any development of the property. He stated the subject property is within the natural growth area of the city and has public infrastructure within a reasonable distance

for the extension of services to the site. PLAN ELC, the city/county comprehensive plan, anticipates the property being developed as light industrial. Staff recommend approval of Ordinance Number 26-16 annexing lands located at 647 W. Highway 50 pursuant to K.S.A. 12-520.

Following further discussion, Commissioner Duncan made a motion to approve Ordinance Number 26-16 annexing lands located at 647 W. Highway 50 pursuant to K.S.A. 12-520. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT**  
**(Annex Lands Located at 640 Road 180)**  
**(Ordinance Number 26-17)**

AN ORDINANCE ANNEXING LANDS TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-17, was presented to the Governing Body for their consideration.

Justin Givens, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia has received consent to annexation from the owner of property located at 640 Road 180. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. Kansas Annexation Law specifically allows that when a property that adjoins the city and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains the zoning designation. A separate zoning request to rezone to a City Parcel Type will be necessary prior to any development of the property. He stated the subject property is within the natural growth area of the city and has public infrastructure within a reasonable distance for the extension of services to the site. PLAN ELC, the city/county comprehensive plan, anticipates the property being developed as light industrial. Staff recommend approval of Ordinance Number 26-17 annexing lands located at 640 Road 180 pursuant to K.S.A. 12-520.

Commissioner Steinkuhler made a motion to approve Ordinance Number 26-17 annexing lands located at 640 Road 180 pursuant to K.S.A. 12-520. Commissioner Ogle seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Harter, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT  
(Annex Lands Located at 1800 Road F)  
(Ordinance Number 26-18)**

AN ORDINANCE ANNEXING LANDS TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-18, was presented to the Governing Body for their consideration.

Justin Givens, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia has received consent to annexation from the owner of property located at 1800 Road F. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. Kansas Annexation Law specifically allows that when a property that adjoins the city and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains the zoning designation. A separate zoning request to rezone to a City Parcel Type will be necessary prior to any development of the property. He stated the subject property is within the natural growth area of the city and has public infrastructure within a reasonable distance for the extension of services to the site. PLAN ELC, the city/county comprehensive plan, anticipates the property being developed as light industrial. Staff recommend approval of Ordinance Number 26-18 annexing lands located at 1800 Road F pursuant to K.S.A. 12-520.

Commissioner Harter made a motion to approve Ordinance Number 26-18 annexing lands located at 1800 Road F pursuant to K.S.A. 12-520. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT  
(Annex Lands Located at 1842 Road F)  
(Ordinance Number 26-19)**

AN ORDINANCE ANNEXING LANDS TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-19, was presented to the Governing Body for their consideration.

Justin Givens, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia has received consent to annexation from the owner of property located at 1842 Road F. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. Kansas Annexation Law specifically allows that when a property that adjoins the city and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains the zoning designation. A separate zoning request to rezone to a City Parcel Type will be necessary prior to any development of the property. He stated the subject property is within the natural growth area of the city and has public infrastructure within a reasonable distance for the extension of services to the site. PLAN ELC, the city/county comprehensive plan, anticipates the property being developed as light industrial. Staff recommend approval of Ordinance Number 26-19 annexing lands located at 1842 Road F pursuant to K.S.A. 12-520.

Commissioner Harter made a motion to approve Ordinance Number 26-19 annexing lands located at 1842 Road F pursuant to K.S.A. 12-520. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT  
(Annex Lands Located at 600 Road 190)  
(Ordinance Number 26-20)**

AN ORDINANCE ANNEXING LANDS TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-20, was presented to the Governing Body for their consideration.

Justin Givens, Director of Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia has received consent to annexation from the owner of property located at 600 Road 190. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. Kansas Annexation Law specifically allows that when a property that adjoins the city and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance to annex the property. The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains the zoning designation. A separate zoning request to rezone to a City Parcel Type will be necessary prior to any development of the property. He stated the subject property is within the natural growth area of the city and has public infrastructure within a reasonable distance for the extension of services to the site. PLAN ELC, the city/county comprehensive plan, anticipates the property being developed as light industrial. Staff recommend approval of Ordinance Number 26-20 annexing lands located at 600 Road 190 pursuant to K.S.A. 12-520.

Commissioner Harter made a motion to approve Ordinance Number 26-20 annexing lands located at 600 Road 190 pursuant to K.S.A. 12-520. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**CITY COMMISSION  
(Special Gathering of the Governing Body)**

There will be a special meeting held June 10, 2026, at the David Traylor Zoo Education Center at noon for the Annual Emporia Friends of the Zoo Luncheon. No action will be taken by the City Commissioners.

**Consent Agenda**

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

- a. Minutes of Regular Commission Meeting Held on May 20, 2026.
- b. Extension of Agreement with Emporia Chamber of Commerce for Visit Emporia Services.
- c. Voluntary Annexation and Limited Property Tax Rebate Agreement for Property Located at 647 W. Highway 50.
- d. Voluntary Annexation and Limited Property Tax Rebate Agreement for Property Located at 640 Road 180.
- e. Voluntary Annexation and Limited Property Tax Rebate Agreement for Property Located at 1800 Road F.
- f. Voluntary Annexation and Limited Property Tax Rebate Agreement for Property Located at 1842 Road F.
- g. Voluntary Annexation and Limited Property Tax Rebate Agreement for Property Located at 600 Road 190.

The vote follows: Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Harter, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

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

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

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

#### **TENTATIVE AGENDA FOR JUNE 17, 2026, MEETING.**

- Proclamation Recognizing National Teachers Hall of Fame.
- Award Bid for Airport 24-Hour Refueling Equipment Concrete Pad.
- Approve 2025 Audit Report
- Annual Operations and Maintenance Assurance Agreement with Kansas Department of Wildlife, Parks and Tourism.

#### **STUDY SESSION**

- CIP Budget Review.
- Overview of All Funds.
- Discuss Fees.

- Prairie Paws Annual Update.
- Discuss Emporia Land Bank Housing Infill Project.
- Discuss Large Volume Water User Policy.

**CITY COMMISSION  
(Governing Body Comment)**

This is the time for the Mayor and City Commissioners to make comments and reports to the public. The Commission thanked everyone that attended and spoke at the meeting.

Commissioner Harter made a motion to recess the meeting until 1:15 p.m. at the Evora Wheeler Conference Room. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**The following items were discussed at the Study Session:**

1. Review Outside Appropriation Requests.

**EXECUTIVE SESSION**

Commissioner Harter made a motion to recess into Executive Session for 30 minutes inviting pertinent city staff and representatives of RDA and Emporia Main Street to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of a third parties. The open meeting will resume in the City Commission Chamber at approximately 3:10 p.m. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 3:10 p.m., this same date, in the City Commission Meeting Room, Mayor Smith stated they had discussed confidential data of a third party relating to economic development and no action was taken.

Commissioner Duncan then made a motion to adjourn. Commissioner Harter seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Harter, and Mayor Smith, aye. Commissioner Ogle and Commissioner Steinkuhler were not present at the time of the vote.

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Becky Smith, Mayor

ATTEST:

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Kerry Sull, City Clerk



## Commission Action Report

### Informational Items

**Title:** Informational Items

**Agenda Date:** June 17, 2026

**Presented By:** Trey Cocking, City Manager

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#### **Background:**

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight the organization's accomplishments.

#### **Discussion:**

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, July 1, 2026.

#### **Commission Meeting:**

- Proclamation Recognizing Parks & Recreation Day
- Approve 2025 Audit Report
- Purchase of Utility Truck Body Equipment and Installation
- Annual Operation and Maintenance Assurance Agreement with Kansas Department of Wildlife, Parks and Tourism

#### **Study Session:**

- Discuss All Rates Possible Escalator
- Discuss Budget

**Title:** Large Volume Water Service Policy Draft #1  
**Agenda Date:** June 17, 2026  
**Presented By:** Trey Cocking, City Manager

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## **PURPOSE**

The intent of this proposed Large Volume Water Service (LVWS) Policy is intended to establish a framework for evaluating and serving future large-volume water users, protecting existing utility customers, and maintaining the financial integrity of the City's water utility system.

No formal action is requested at this study session. Staff requests policy direction from the Governing Body regarding the proposed framework prior to preparation of any implementing ordinances, rate classifications, standard service agreement provisions. The draft policy has been authored by the City Attorney in consultation with the City Manager, City Engineer, and City Utility leadership.

## **BACKGROUND**

The City of Emporia has historically provided water service to residential, commercial, industrial, and wholesale customers through a rate structure established by ordinance. Recent economic development discussions have identified the potential for future projects that may require significantly larger water demands than those typically served by the City's water utility.

Large-volume water users can provide substantial economic benefits through job creation, capital investment, and expansion of the local tax base. At the same time, these customers may require significant investments in water production, treatment, storage, pumping, and distribution infrastructure. If anticipated water demand does not materialize or is later discontinued, the utility and existing ratepayers may be exposed to financial risk.

Many municipal utilities have adopted policies or special rate classifications to address these circumstances by ensuring that large-volume users bear the costs associated with their service requirements and that existing customers are not required to subsidize new development.

The proposed LVWS Policy is intended to establish a consistent framework for evaluating future requests while preserving flexibility for the City Commission to consider each project on its individual merits.

## **POLICY OBJECTIVES**

The proposed policy is intended to achieve the following objectives:

- Support economic development opportunities.
- Protect existing utility customers from subsidizing large-volume users.
- Ensure full recovery of utility costs associated with service.
- Maintain long-term financial sustainability of the water utility.
- Preserve system reliability and operational capacity.
- Provide transparency and predictability for prospective customers.
- Establish a framework for negotiated service agreements.
- Maintain City Commission oversight and approval authority.

## SUMMARY OF PROPOSED POLICY

The draft policy would apply to customers requesting an **Average Daily Demand (ADD) of 0.5 million gallons per day (MGD) or greater**, or a **Peak Demand of 1.0 MGD or greater**.

The proposed policy does not supersede existing utility agreements. **Existing customers will not bear any costs associated with improvements financed under the LVWS policy application.**

Draft Policy Highlights include:

### Large Volume Water Service Classification

- Establishes a separate LVWS customer classification.
- Allows individualized service agreements and rate structures.

### Cost-of-Service Rates

- Requires rates designed to recover the incremental costs associated with providing service.
- May include volumetric charges, demand charges, and capacity reservation fees.
- Intended to avoid cost shifting to existing customer classes.

### Water Service Agreements

- Requires City Commission approval of all LVWS agreements.
- Establishes long-term contractual commitments.
- Provides for minimum billing obligations and capacity reservations.

### Infrastructure Cost Responsibility

- Requires LVWS customers to fund infrastructure needed to serve the project.
- Allows proportional cost sharing when improvements provide broader system benefits.

### Financial Assurance Requirements

- Allows the City to require security, guarantees, or other financial assurances.
- Protects the utility from stranded investment and revenue loss.

### Early Termination and Default Provisions

- Provides mechanisms for recovering unrecovered utility investments.
- Establishes remedies in the event of customer default.

### Engineering and Capacity Review

- Requires technical and financial evaluation before approval.
- Confirms adequate system capacity and reliability.

### Conservation and Demand Management

- Allows efficiency measures and peak demand management requirements when appropriate.

**DISCUSSION ITEMS FOR CONSIDERATION**

Policy considerations may include:

Applicability Thresholds

- Are the proposed thresholds of 0.5 MGD average demand and 1.0 MGD peak demand appropriate?
- Should different thresholds be considered?

Minimum Contract Term

- Is a minimum term of ten years appropriate?
- Should contract terms vary based upon the scale of infrastructure investment?

Minimum Billing Requirement

- Is the proposed minimum billing obligation of 75 percent of contracted capacity appropriate?
- Should a different level be considered?

Financial Assurance

- Is the proposed range of 12 to 24 months of minimum billings appropriate?
- Should financial assurance requirements be more prescriptive or remain flexible?

Infrastructure Cost Recovery

- What proportion of costs should be borne by a LWVS customer when improvements provide broader system benefits?
- Should cost-sharing methodologies be formally established?

Economic Development Considerations

- Under what circumstances, if any, should the City consider deviations from strict cost recovery requirements?
- How should economic development benefits be weighed against utility risk?

Water Supply and Capacity Planning

- How should future large users be evaluated relative to long-term water supply availability?
- Should additional planning criteria be incorporated?

**BEST PRACTICE CONSIDERATIONS**

Staff reviewed common and best practices used by municipal utilities serving large industrial customers. Common elements generally include:

- Cost-of-service-based rates.
- Capacity reservation charges.
- Long-term service agreements.
- Minimum annual revenue commitments.
- Customer-funded infrastructure.
- Financial security requirements.
- Engineering and capacity evaluations.
- Commission approval of major service agreements.

The proposed policy incorporates each of these practices while maintaining flexibility for project-specific negotiations to pattern utility operations and economic development that best serves the Citizens of Emporia.

### **IMPLEMENTATION CONSIDERATIONS**

Should the Commission wish to proceed, staff anticipate the following next steps:

- Obtain Commission policy direction.
- Review any policy document revisions with the City Attorney.
- Develop any necessary ordinance amendments to Chapter 28.
- Develop a standard Large Volume Water Service Agreement template.
- Establish cost-of-service evaluation procedures.
- Develop engineering review and capacity assessment protocols.
- Return to the Commission for formal consideration and adoption.

### **FINANCIAL IMPACT**

There is no direct financial impact associated with discussion of the policy.

The policy is intended to reduce future utility financial risk by ensuring that costs associated with serving large-volume customers are appropriately recovered and allocated.

### **RECOMMENDATION**

Review, discuss, and provide policy direction regarding the proposed Large Volume Water Service Policy framework.

## **City of Emporia, Kansas**

### **Large Volume Water Service (LVWS) Policy**

#### **Section 1. Purpose and Findings**

The City finds that the recruitment of large commercial and industrial water users can provide significant economic development benefits to the community. Such users may require substantial investment in water production, treatment, storage, and distribution infrastructure and may create financial risk to the City if projected demand is not realized or is later discontinued.

Accordingly, it is in the public interest to ensure that existing residential and commercial customers are not required to subsidize large-volume users, to protect the financial integrity of the City's water utility, and to provide a clear and predictable framework for evaluating and serving large water users.

#### **Section 2. Legal Sufficiency and Rate Authority**

This policy is structured to align with the City's home rule authority and applicable Kansas law governing municipal utilities. Water rates and charges are established by ordinance and codified in Chapter 28 of the City Code. This policy does not create independent rate-setting authority, but instead provides a framework for applying cost-of-service-based rates and contract terms for large-volume users in a manner that is reasonable, non-discriminatory, and consistent with the City Code.

Nothing in this policy shall be construed to limit the City Commission's authority to amend rates, classifications, or service conditions by ordinance as necessary to ensure the continued financial integrity and operational reliability of the water utility system.

#### **Section 3. Applicability**

This policy applies to any customer requesting new water service with an average daily demand of 0.5 million gallons per day (MGD) or greater, or a peak demand of 1.0 MGD or greater, as well as to any existing customer proposing an expansion that would exceed these thresholds.

#### **Section 4. Large Volume Water Service Classification and Rate Structure**

A classification of Large Volume Water Service (LVWS) is established. LVWS means water service provided to customers meeting the applicability thresholds established in Section 3 of this policy.

Customers classified as LVWS shall be subject to individualized service agreements, cost-of-service-based rates and charges, and additional financial and contractual requirements as outlined in this policy and applicable City Code provisions.

Rates for LVWS customers shall be designed to fully recover the incremental cost of providing service, including impacts to treatment capacity, transmission and distribution infrastructure, storage, and operations and maintenance attributable to the customer. Rate structures may include capacity reservation charges, volumetric usage rates, and demand or peak-use components as appropriate.

Improvements financed through the LVWS policy application will be funded solely by the benefiting development and will not result in costs being allocated to, or rates being increased for existing customer classes.

### **Section 5. Water Service Agreements**

All LVWS customers shall enter into a written Water Service Agreement approved by the City Commission. Agreements shall include a contract term commensurate with the level of infrastructure investment, generally not less than ten (10) years, together with defined capacity limits, and a minimum monthly billing obligation based on not less than seventy-five percent (75%) of contracted capacity. Agreements may also include phased service provisions and such other terms as the City determines necessary to protect the financial and operational integrity of the water utility. Nothing herein shall prevent future rate adjustments adopted by ordinance.

### **Section 6. Infrastructure and Capital Cost Responsibility**

Infrastructure improvements required to provide the requested service shall be funded by the customer, as determined by the City. Where infrastructure provides a broader system benefit, costs may be allocated proportionally, as determined by the City. Infrastructure intended for public utility service shall be subject to City ownership unless otherwise approved.

### **Section 7. Financial Assurance and Entity Responsibility**

The City may require financial assurances commensurate with the scale, duration, and risk of the proposed service. Such assurances may include financial security generally equivalent to 12–24 months of minimum billings, evaluation of the customer’s financial capacity and creditworthiness, and, where appropriate, parent company guarantees or similar assurances for limited liability or special purpose entities.

Financial assurance requirements may be adjusted based on demonstrated financial strength, payment history, or changes in risk. All such requirements shall be reasonably

related to the City's anticipated financial exposure and shall not be imposed in an arbitrary or discriminatory manner.

### **Section 8. Early Termination and Default**

Water Service Agreements shall include provisions addressing recovery of unrecovered capital costs, payment obligations upon early termination, and remedies in the event of default, including the ability for the City to draw upon financial security as applicable.

### **Section 9. System Capacity Review**

Approval of service under this policy shall be subject to engineering analysis, financial impact analysis, evaluation of water supply availability and sustainability, and such other technical or operational review as the City determines necessary.

The customer shall be responsible for obtaining or funding all studies, analyses, reviews, and related professional services reasonably required by the City in connection with evaluation of the proposed service request.

Nothing in this policy shall be construed to require the City to provide service beyond available system capacity or in a manner that would adversely affect the reliability, operation, or financial integrity of the water utility system.

### **Section 10. Conservation and Efficiency**

The City may require water efficiency, reuse, or peak demand management measures as a condition of service.

### **Section 11. Administration**

The City Manager is authorized to negotiate Water Service Agreements consistent with this policy. All such agreements shall require approval by the City Commission.

### **Section 12. Interpretation**

This policy is intended to provide a consistent framework for evaluating large-volume water users while preserving the City's discretion to evaluate projects on a case-by-case basis.

# Large Volume Water Service Review & Discussion



Study Session Meeting  
June 17, 2026

## Purpose

Review a proposed framework for evaluating and serving large-volume water users while protecting existing utility customers and preserving long-term water resources.

- Establish a consistent framework for evaluating large water users.
- Support economic development opportunities requiring substantial water service.
- Protect existing residential, commercial, and industrial customers from subsidizing large-volume users.
- Preserve the financial integrity and operational reliability of the City's water utility.

## Why Is This Policy Needed?

### Emerging Opportunity

The City is receiving interest from customers whose water demands may significantly exceed traditional commercial and industrial users.

### Potential Impacts

Long-term water resource commitments

Major infrastructure investments

Utility capacity planning

Financial risk allocation

How can Emporia support growth while protecting existing customers and future water needs?

# Context & Nuance

## Applicability

New customers requesting:

Average demand  $\geq$  0.5 MGD, or

Peak demand  $\geq$  1.0 MGD.

Existing customers whose expansion exceeds these thresholds.

## Policy Highlights

- Establishes a Large Volume Water Service (LVWS) customer classification.
- Requires individualized Water Service Agreements approved by the City Commission.
- Rates based on full cost-of-service recovery.
- No cost shifting to existing customer classes.
- Preserves City Commission authority over utility rates and classifications.

The policy is intended to be general guidance with specific details to the LVWS customer being detailed in the municipal utility service provision of the development agreement.

This policy provides the context, and the development agreement provides the nuance.

# Water Resources: Water Rights & Availability

## Authorized Water Rights

Source	Acre-Feet
Council Grove Lake (Neosho River)	12,494
Cottonwood River Rights	850
<b>TOTAL</b>	<b>13,344</b>

## 2025 Utilization

Metric	Acre-Feet
Authorized	13,344
Used	7,780
Available	5,564

Approximately 42% of the City's authorized annual water supply remains available for future growth.

# Current Water Utility Infrastructure

## 2025 Water Utility Highlights

Key Performance Indicator	Amount
Raw Water Pumped	2.535 Billion Gallons
Finished Water Produced	2.368 Billion Gallons
Water Sold	2.147 Billion Gallons
Average Daily Production	6.49 MGD
Peak Production Day	8.92 MGD

## Existing Water Sale Growth

Year	Gallons Sold
2024	2.036 Billion
2025	2.147 Billion

Increase of +110.9 Million Gallons (+5.45%)

Industrial Customers account for approximately 50% of all water sold.

## Current Water System Capacity

### Water Treatment Plant (WTP)

- Treatment Plant Processing Capacity
  - 15 MGD Maximum
  - 12 MGD Maximum Efficiency
- Current Average Demand
  - 7.5 MGD
- Available Capacity
  - 5-Million Gallons in Elevated Storage

### Distribution & Storage System

- 159 miles of water main
- 5-Million Gallons of Water
  - 2-Million-gallon Tower Storage
  - 3-Million Elevated Ground Storage Tank @ WTP

# Large Volume Demand & Capacity

## Example of Large Volume Demand

### 1 MGD Customer

#### Annual Usage

- 365 Million Gallons
- 1,120 Acre-Feet

#### Equivalent To:

- 8% of Total Water Rights
- 20% of Currently Available Water Rights
- 14% of WTP's Average Daily Production (ADP)

A single user underscores the need for long-term planning to safeguard natural resources and utility system equity.

## Capacity is More Than Treatment

Evaluation	Questions
Water Rights	Is the usage available?
Treatment Plant	Can we process/treat it?
Storage	Is existing storage adequate?
Distribution System	Can we deliver the request?
Utility Financial Capacity	Impact on the Utility

# Objectives of the Policy & Process Framework

This policy seeks to:

- ✓ Support economic development
- ✓ Protect existing customers
- ✓ Preserve future growth opportunities
- ✓ Ensure cost recovery
- ✓ Protect utility reliability
- ✓ Create a predictable review process
- ✓ Promote responsible water resource management

## Proposed LVWS Review Framework

Customer Inquiry



Technical Review



Water Rights Assessment



Capacity Evaluation



Financial Analysis



Service Agreement



Commission Review (if applicable)



Service Approval

# Guiding Principle of Policy Development

## Questions to Consider

**Guiding Principle:** Infrastructure required solely to serve a large-volume customer should generally be funded by that customer.

### Examples:

- Dedicated transmission mains
- Pumping facilities
- Storage facilities
- Capacity reservations

**Policy Goal:** Existing customers should not subsidize infrastructure required exclusively for new large-volume users.

### Water Resources

Should a portion of water rights be reserved for future community growth?

### Cost Allocation

What infrastructure costs should be borne by the customer?

### Governance

Commission oversight & approval of all agreements, is this oversight achieved?

### Economic Development

Should flexibility exist for strategic projects?

Does the proposed framework appropriately balance economic development opportunities with protection of existing ratepayers, water resources, and utility infrastructure investments?

# LVWS Policy Document Review

Defines the LVWS as Any Customer Who has:

Average Daily Demand  $\geq$  0.5 MGD, or

Peak demand  $\geq$  1.0 MGD, or

Existing customers whose expansion exceeds these thresholds.

## LVWS Rate Structure

- Capacity reservation charges.
- Volumetric usage charges.
- Peak demand or demand-based charges, as appropriate.
- Rates designed to recover:
  - Treatment capacity impacts.
  - Storage requirements.
  - Transmission and distribution improvements.
  - Operations and maintenance costs attributable to the customer.

## Questions to Consider

### Water Resources

Should a portion of water rights be reserved for future community growth?

### Cost Allocation

What infrastructure costs should be borne by the customer?

### Governance

What level of Commission oversight is appropriate?

### Economic Development

Should flexibility exist for strategic projects?

# LVWS Policy Document Review (continued)

## Water Service Agreement Requirements

- Commission-approved agreement.
- Generally minimum 10-year contract term.
- Defined service capacity.
- Minimum monthly billing obligation based on at least 75% of contracted capacity.
- Early termination and default provisions.

## Infrastructure & Financial Responsibility

- Customer funds infrastructure required to serve the project.
- Customer responsible for studies, engineering reviews, and related professional services.
- City may require financial assurances, credit review, guarantees, or security instruments to mitigate risk.

## System Capacity & Water Supply Review

- Engineering analysis.
- Financial impact analysis.
- Water supply availability and sustainability review.  
Operational and technical review as required by the City.

# LVWS Policy Document Review (continued)

## Water Service Agreement Requirements

- Commission-approved agreement.
- Generally minimum 10-year contract term.
- Defined service capacity.
- Minimum monthly billing obligation based on at least 75% of contracted capacity.
- Early termination and default provisions.

## Infrastructure & Financial Responsibility

- Customer funds infrastructure required to serve the project.
- Customer responsible for studies, engineering reviews, and related professional services.
- City may require financial assurances, credit review, guarantees, or security instruments to mitigate risk.

## Drought & Emergency Management

- Existing residential, wholesale, agricultural, and established commercial/industrial customers retain priority.
- City may impose conservation measures, curtailments, or service limitations.
- LVWS customers may be required to reduce or suspend usage during droughts, shortages, emergencies, or capacity constraints.
- Compliance with conservation, reuse, recycling, and demand management requirements required.

## Administrative Framework

- City Manager negotiates agreements.
- City Commission approves all LVWS agreements.
- Projects evaluated on a case-by-case basis using a consistent policy framework.

# Large Volume Water Service Review & Discussion

Questions, Comments, and Direction  
Study Session Meeting  
June 17, 2026





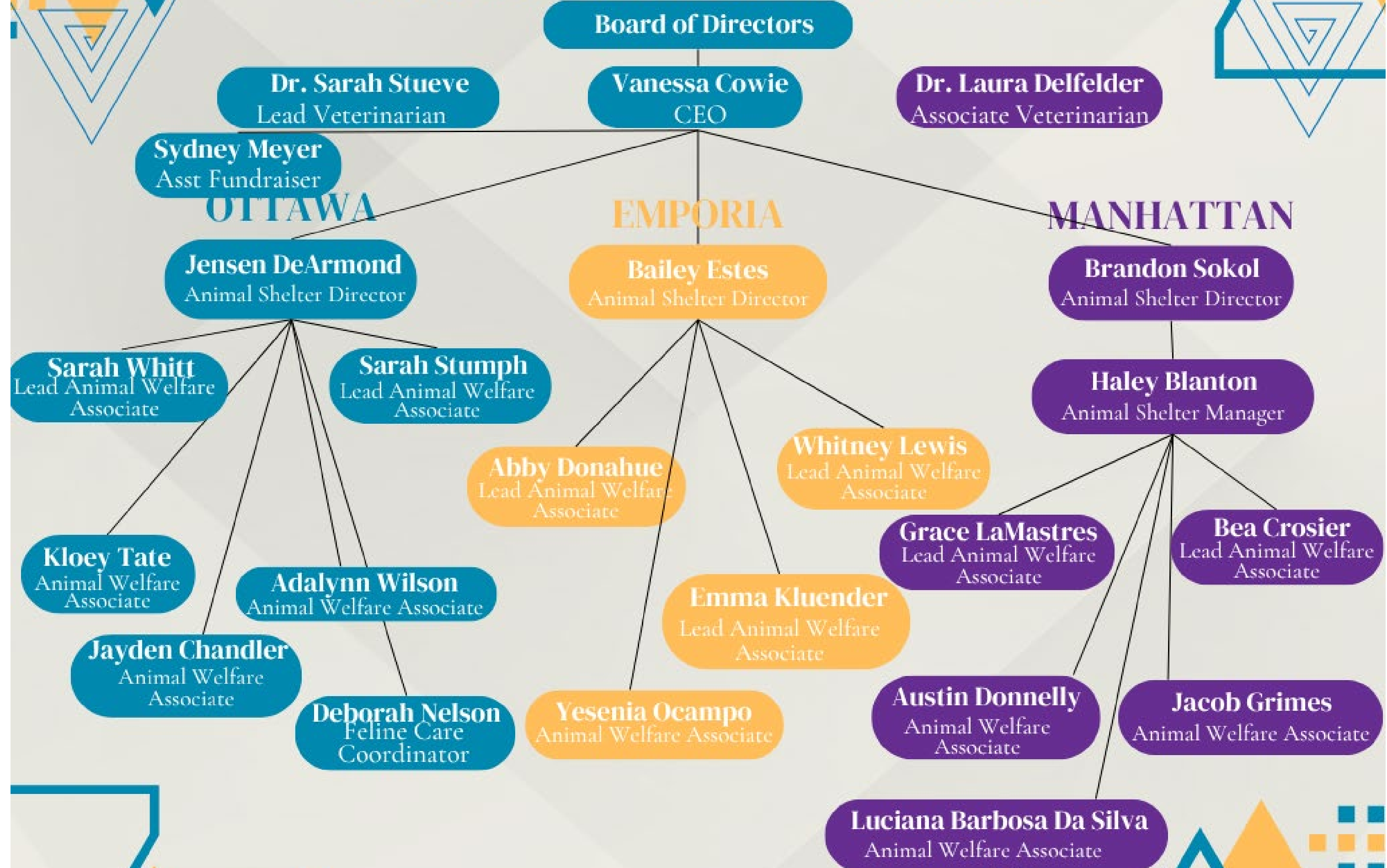
# Progress Report 6.17.26



# Background

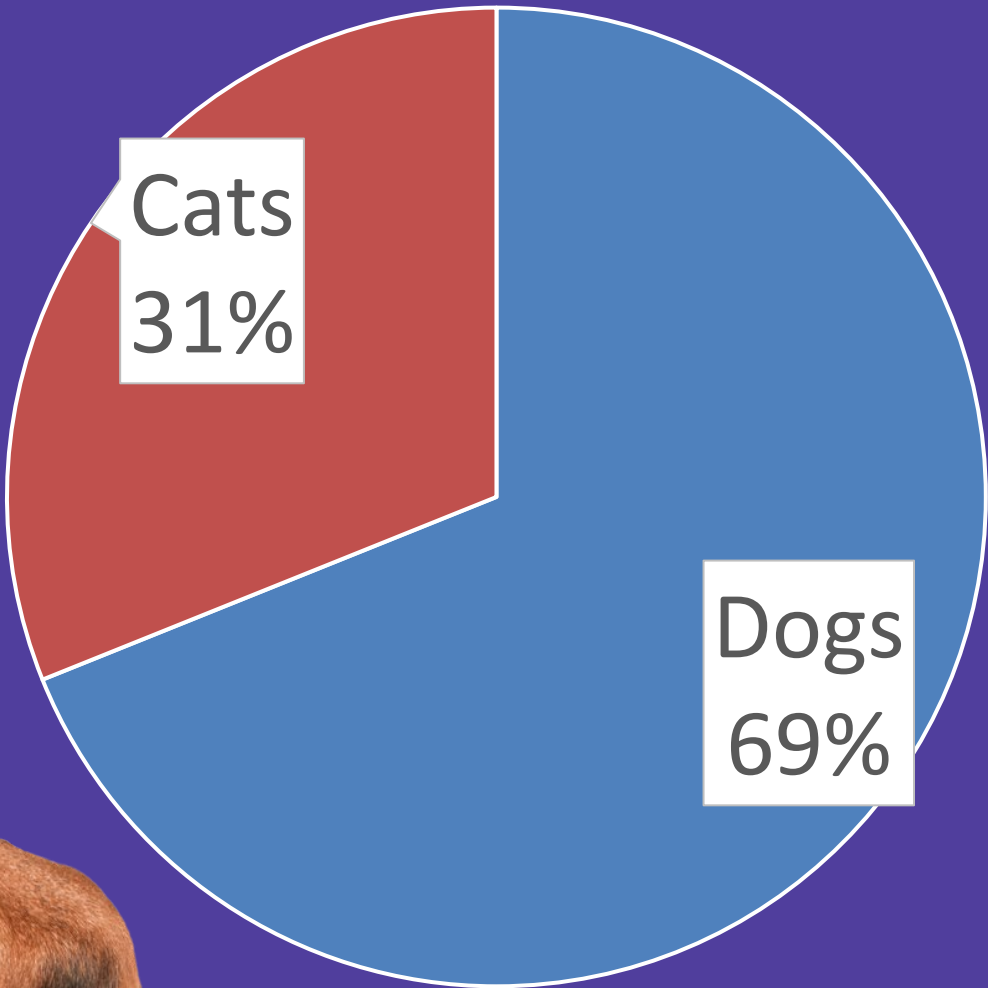
- Prairie Paws has been serving the citizens of Emporia since August 4<sup>th</sup> 2024, under a three - year agreement that is scheduled to expire December 31<sup>st</sup> 2026
- Prairie Paws intends to renew this agreement
- Prairie Paws now has strong partnerships with 3 counties & 27 cities with 3 facilities
- 142,000 Kansas tax-payers support Prairie Paws through local government contracts
- Prairie Paws privately funds over 64% of the organization's operating expenses

Prairie Paws Animal Shelter Inc.  
**ORGANIZATIONAL CHART**



# Program Volume

- The original RFP estimated 700 -1,000 annual animal intakes
- Prairie Paws’ proposal projected 600 annual animal intakes
  - Projected to be 54% dogs, 46% cats
- Actual intake volume:
  - 2024 =605      2025 = 647      2026 = 720

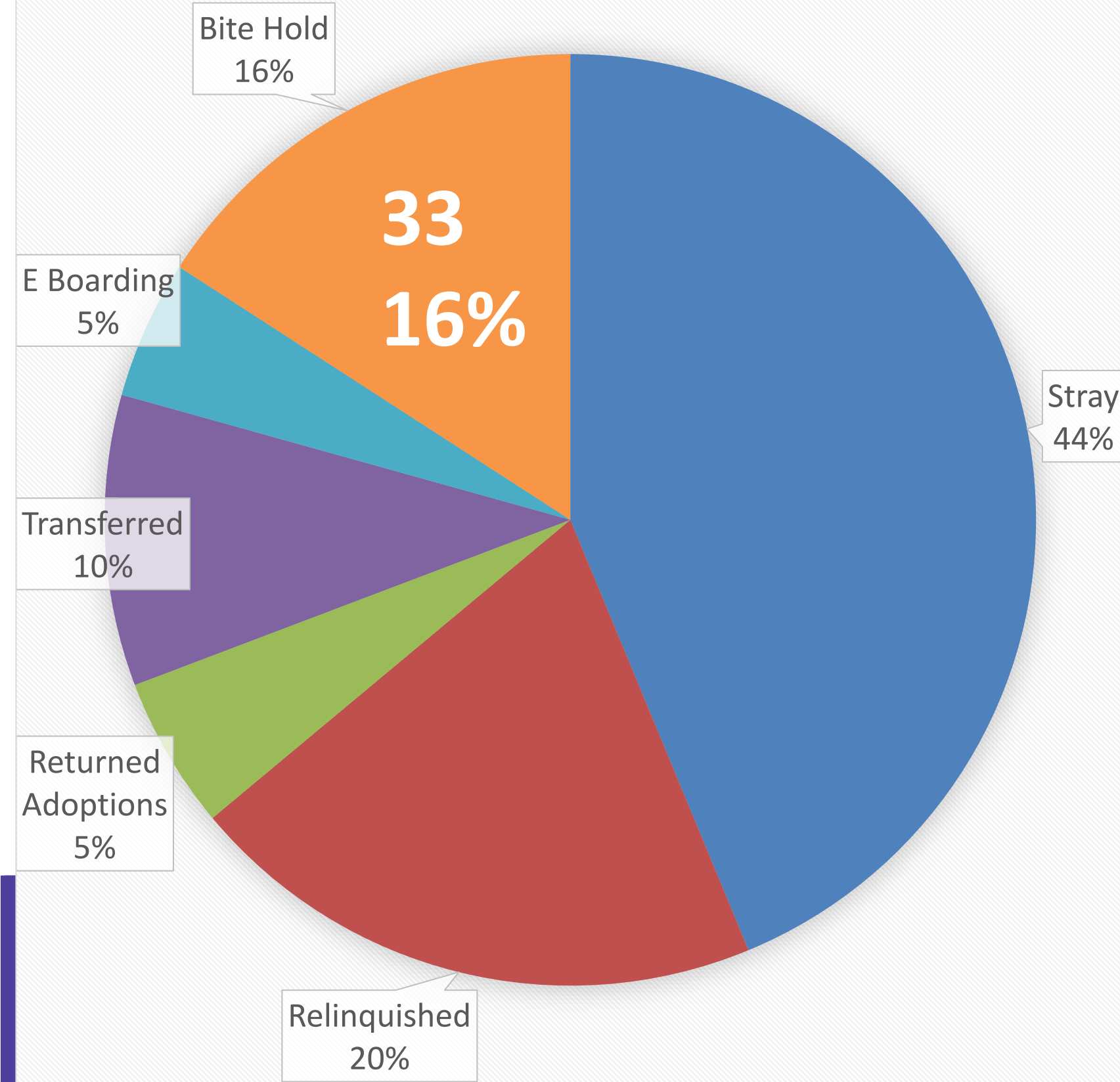


	Aug-Dec 2024	2025	Jan-May 2026
Dog Intakes	172	449	208
Cat Intakes	80	198	96
<b>Total Intakes</b>	<b>252</b>	<b>647</b>	<b>304</b>
Trap-Neuter-Return	7	14	40
Free Vaccines & Microchips	182	71	60
Low-cost spay/neuter	0	0	96
<b>Total Served</b>	<b>441</b>	<b>732</b>	<b>500</b>



# Dog Intakes by Type - YTD

Emporia 208 Dog Intakes



	Manhattan	Ottawa
Population Served	100,638	26,353
# Dogs YTD	268	205
Stray %	35%	45%
Relinquished %	24%	20%
Bite Hold %	0.4% (1 this year)	5% (10 this year)

- In 2025 14% of dog intakes were bite quarantines (64)
- At 16%, it is projected that 80 dogs will be quarantined for bites this year
- Reducing this to 5%, would mean that 55 more dogs could be rescued each year

# Animals Served Since Transition

$$\text{Sheltered} + \text{Supported} = \text{Served}$$

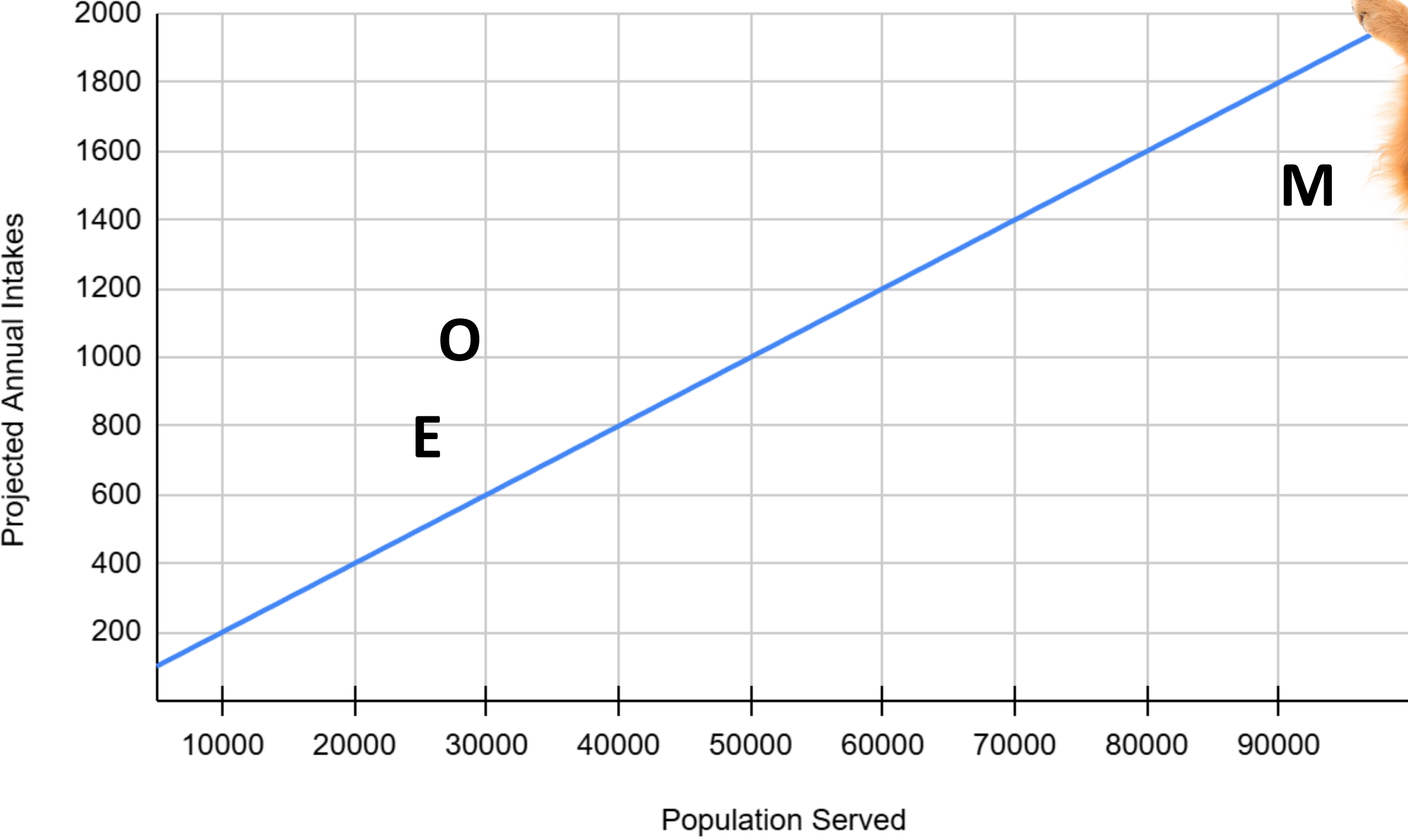
1,203

470

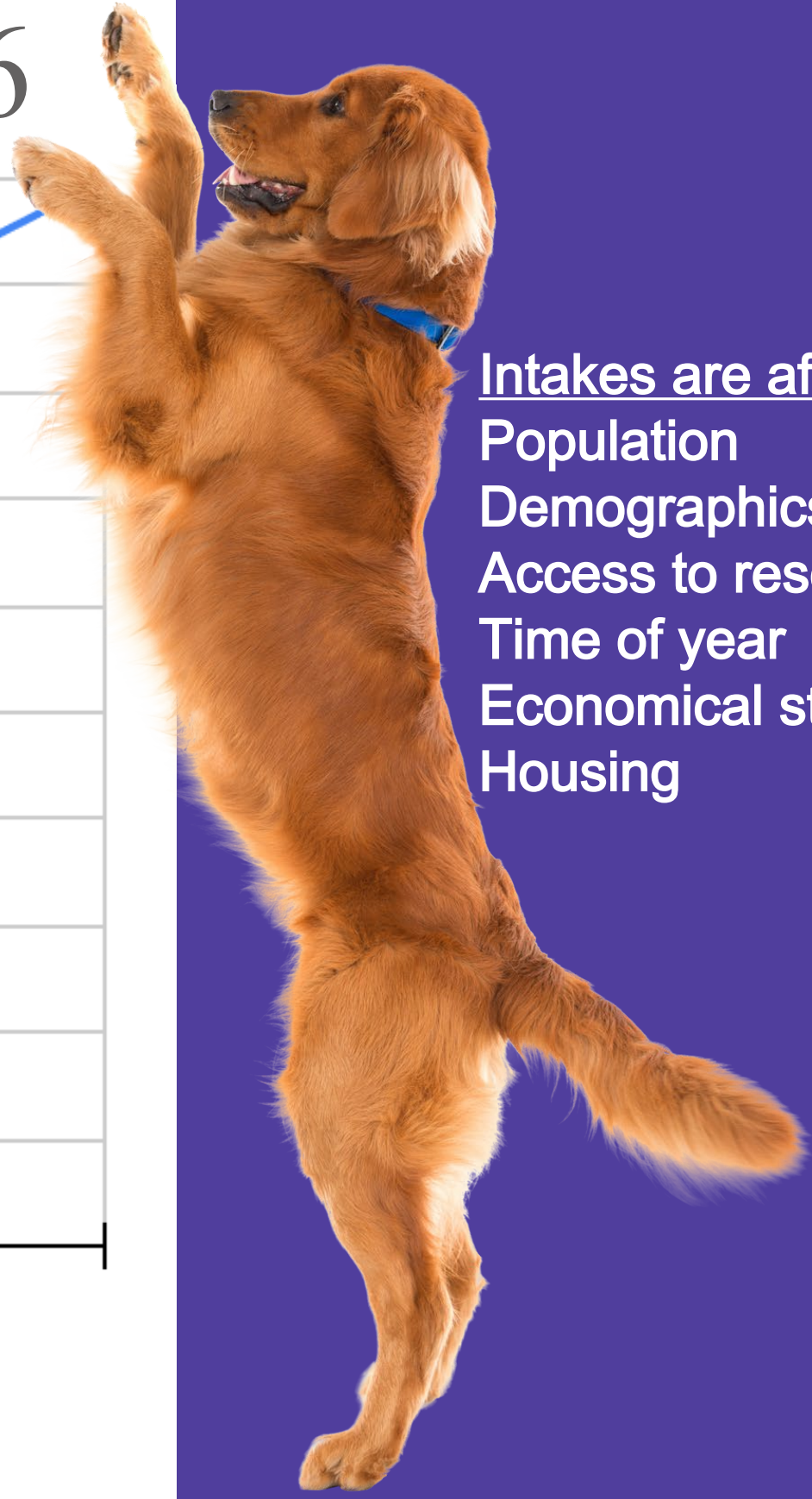
1,673



# Intakes compared to population 2026



- Intakes are affected by:
- Population
  - Demographics
  - Access to resources
  - Time of year
  - Economical stressors
  - Housing



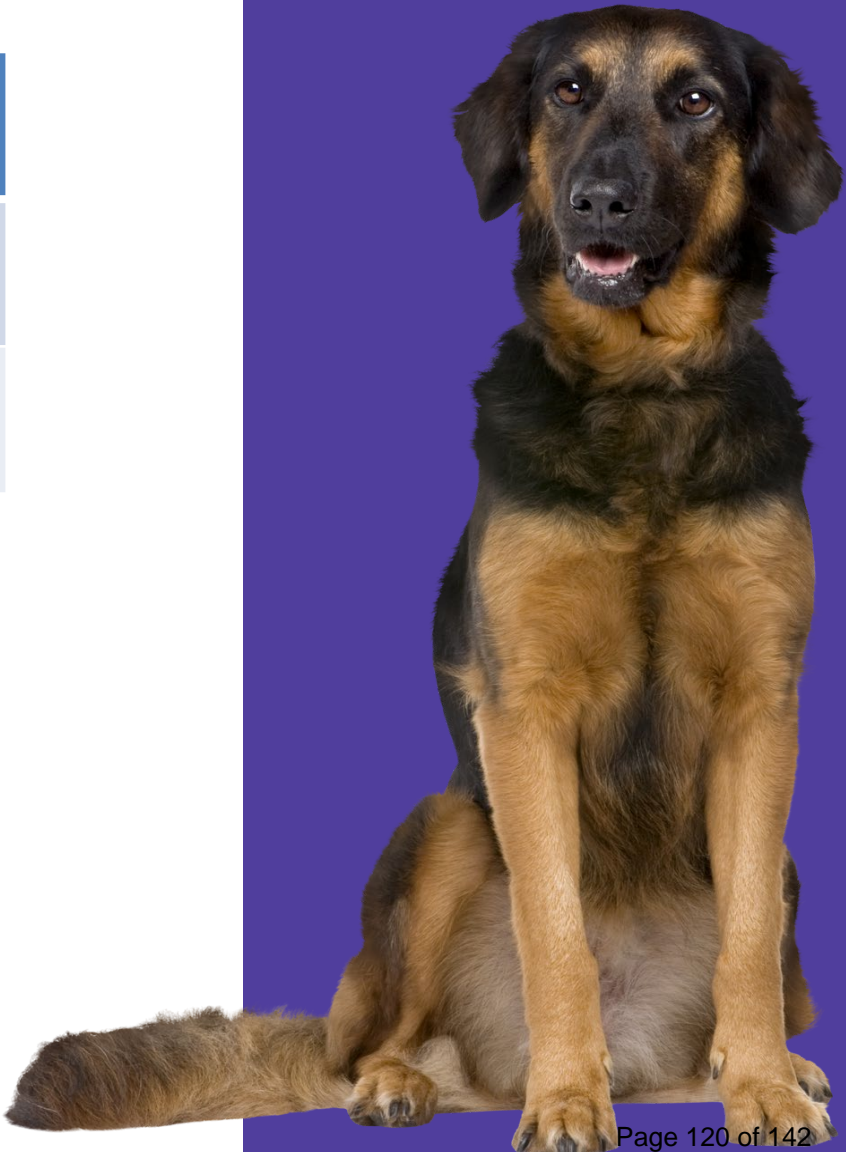
Prairie Paws uses the estimate that 0.02 pets per citizen are admitted annually

# Capacity Management

- There was concern during the RFP process that the number of kennels multiplied by the anticipated length of stay (LOS) would be insufficient to manage the estimated intake volume.
- Prairie Paws has focused on reducing the length of stay, so that the number of kennels is sufficient to service the intake volume.
- Length of stay has reduced by 8 days on dogs and 3 days on cats

	2024	2025	2026
Dogs	22	18	14
Cats	16	17	13

**A reduction in Dog LOS by 8 days provides the capacity to shelter 171 more dogs each year without adding kennels.**



# Other Measurables

- Reclaim Rate: the percentage of pets that are admitted as strays and are reclaimed by owners
- Adoption Return Rate: the percentage of adoptions that are later admitted as returns
- Live Release Rate: The percentage of pets that experience a live outcome

	2024	2025	2026
<b>Dog Reclaim Rate</b>	<b>45.6%</b>	<b>61.3%</b>	<b>71.1%</b>
Cat Reclaim Rate	16.7%	16.1%	19.0%
Adoption Return Rate	6%	9.4%	15.8%
Live Release Rate	94.8%	97.0%	97.0%

## Reclaim Rates of the other locations

Manhattan	Ottawa
50.5%	39.2%



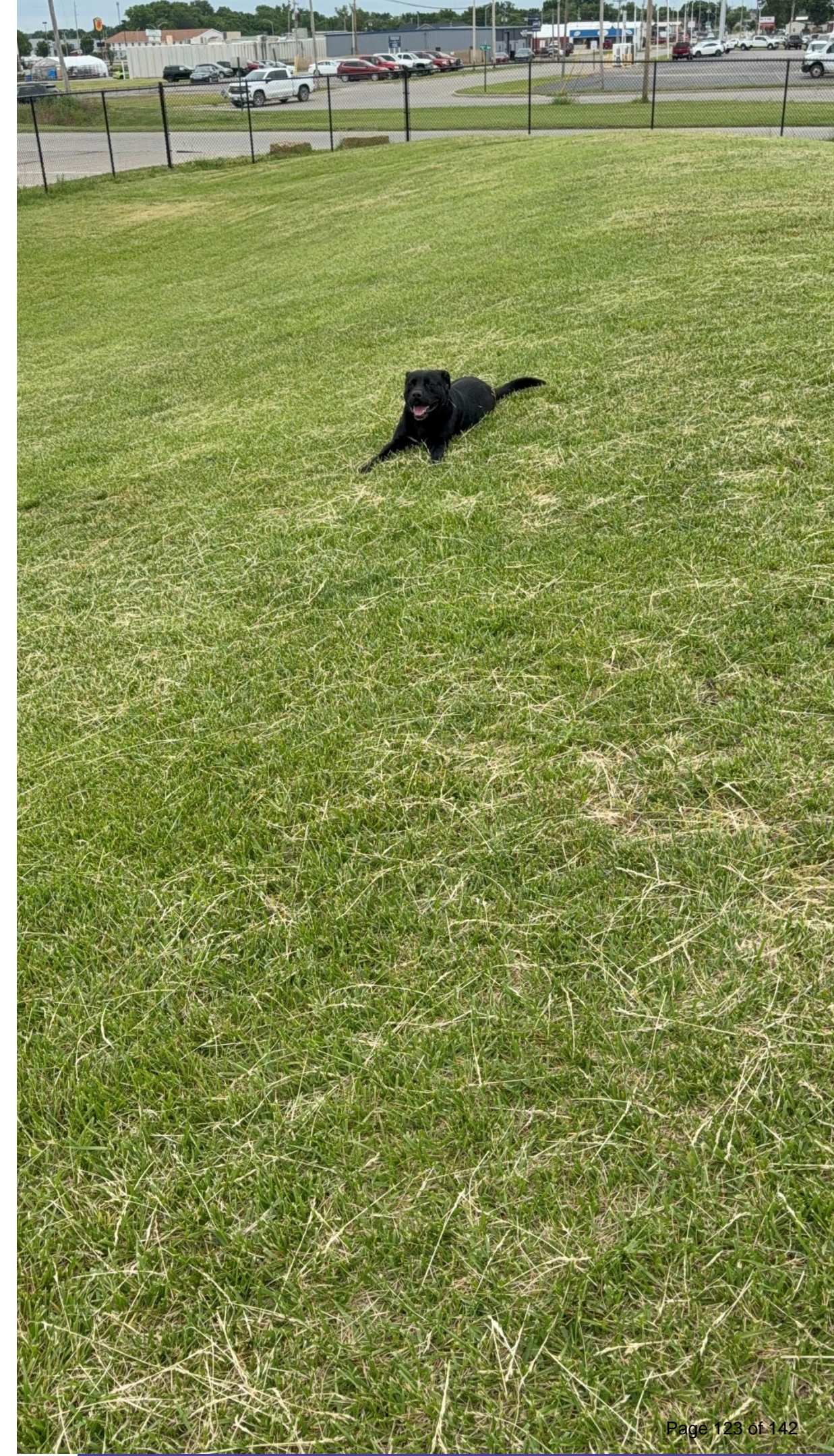
# Staffing:

- The City requested 5 open days totaling 40 open hours per week
- Prairie Paws launched with 6 open days and 54 open hours per week, staffed by 4 FTE
- The location is now open 7 days, and 58 hours per week staffed with 5 FTE
- In July 2025 Prairie Paws added the first salaried Veterinarian
- In March 2026 a second Veterinarian was added
- Veterinary functions are now predominantly performed in -house.



# New Play Yard

- Prairie Paws Fundraised over \$20,000 to install a giant play yard for the dogs





# Staff Trainings

4 of the 5 current staff have attended national conferences and in-house trainings.



# Updated Lobby



# Fundraising Success!



# “Spaylor Swift” has completed over 200 surgeries



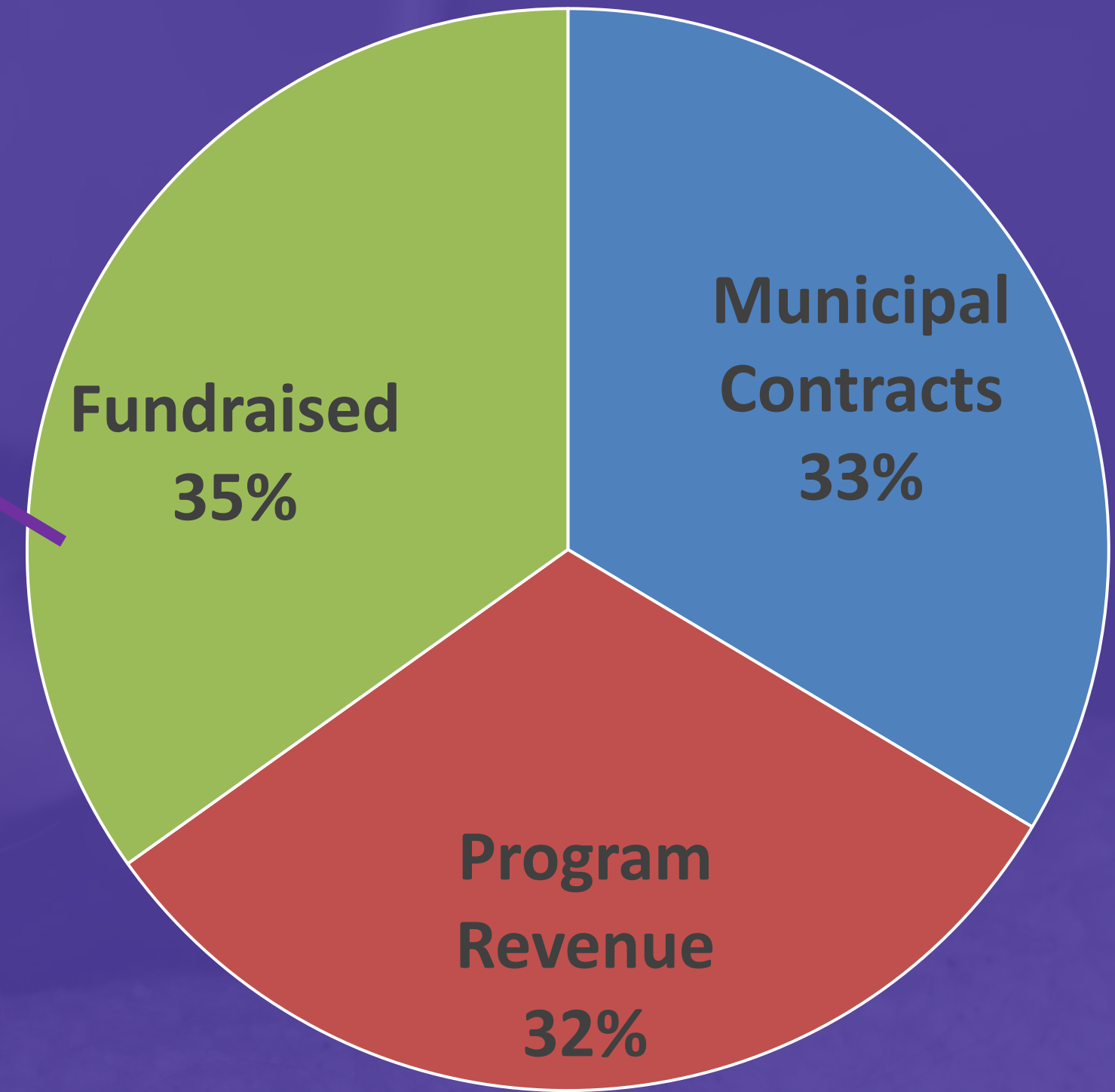
# Volunteer/ Foster Program:

- Volunteers have contributed 1,404 hours since the transition
- Foster homes have cared for 119 shelter pets since the transition



- Events
- Direct Mail
- Memorial Giving
- Grant-Writing

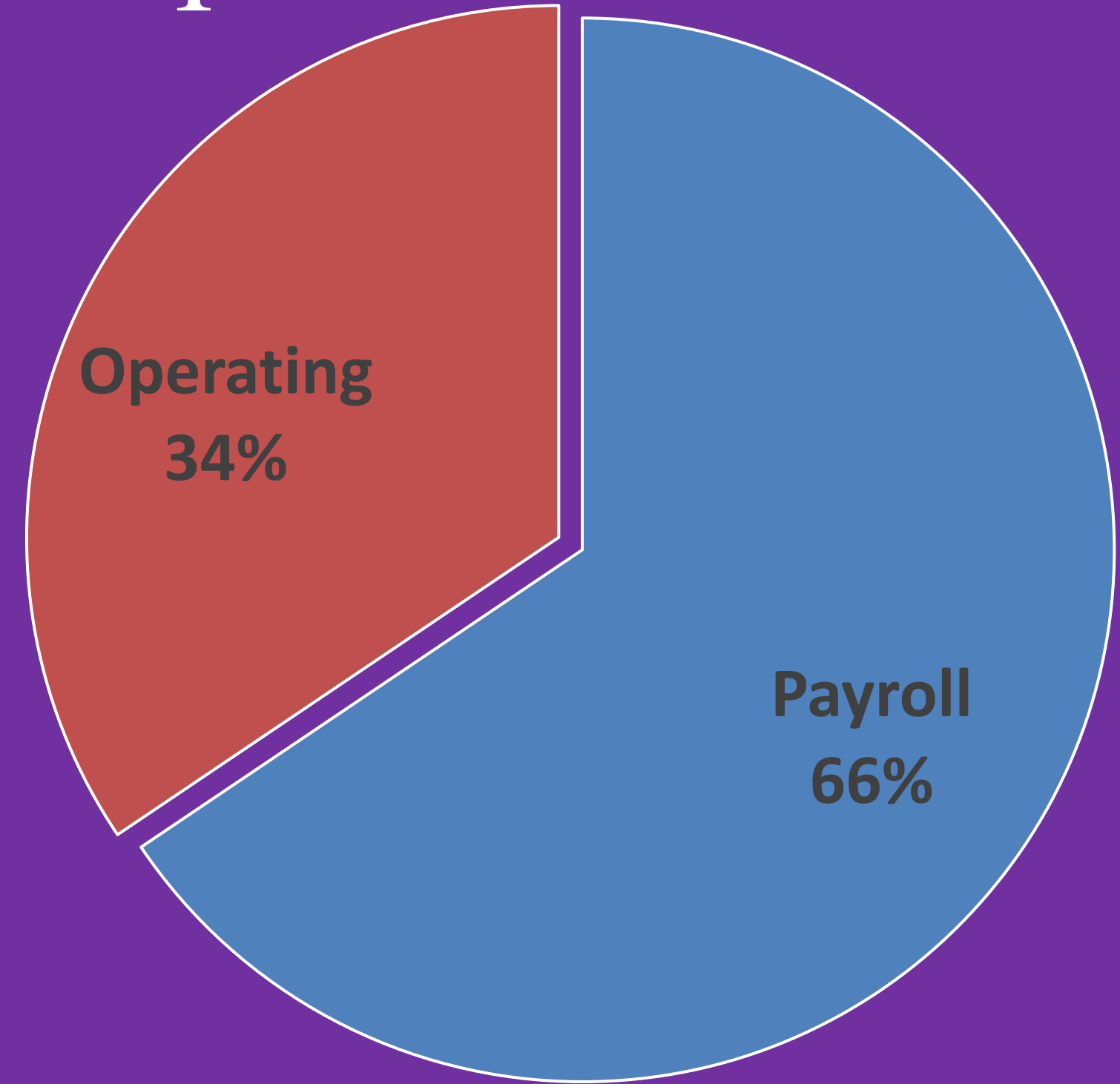
# \$2.16m Budget



## 2026 Org-Wide

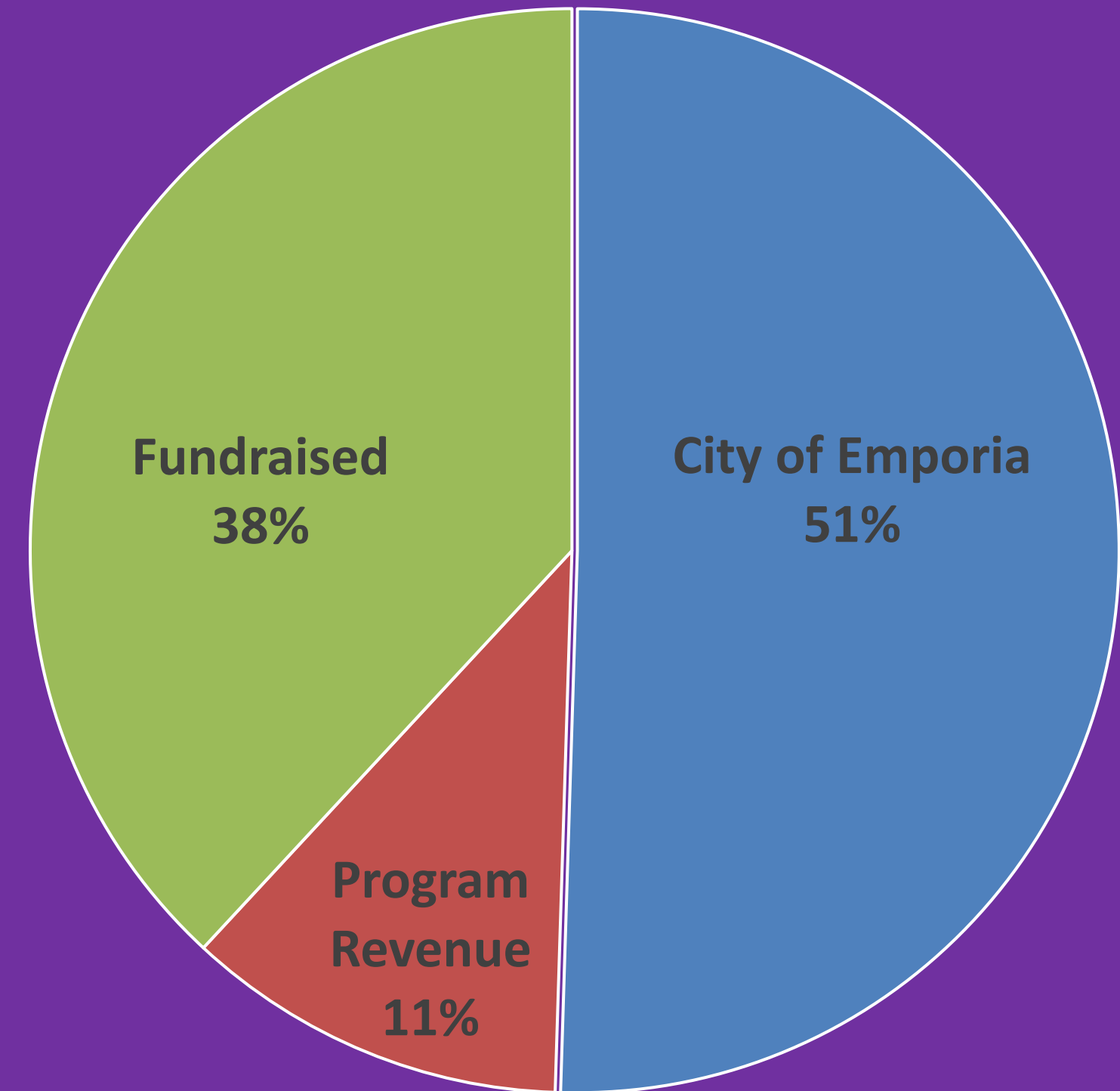


# 2025 Expenses for Emporia Location



\$3,127,018.7

# 2025 Funding Sources Emporia Location





Thank you for your partnership!  
Questions?

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
	(Actual)	Budget	(Actual)	Budget	Projection	2027	26 & 27 budget
Beginning Cash Balance	\$6,450,183	\$5,489,073	\$6,741,570	\$4,993,036	\$6,365,009	3,213,796	
<b>REVENUE</b>							
Ad Valorem Property Tax	\$6,298,697	\$7,141,464	\$7,321,134	\$7,848,034	\$7,913,734	7,913,734	101%
Sales Tax	\$9,875,366	\$9,960,982	\$10,175,776	\$10,198,000	\$10,282,401	10,462,343	103%
Franchise Tax	\$2,838,093	\$2,776,900	\$2,812,655	\$2,957,500	\$3,001,748	3,262,921	110%
Other Taxes	\$669,576	\$696,594	\$614,101	\$726,294	\$660,594	612,554	84%
Intergovernmental Taxes	\$552,477	\$399,838	\$391,198	\$424,683	\$373,303	594,437	140%
Licenses & Permits	\$281,051	\$264,350	\$237,010	\$248,250	\$248,050	264,350	106%
Charges for Services	\$2,630,347	\$2,420,816	\$2,714,587	\$2,426,220	\$2,510,635	2,505,964	103%
Fines & Fees	\$524,869	\$495,400	\$653,255	\$540,000	\$524,600	574,600	106%
Use of Property and Money	\$180,832	\$185,596	\$189,407	\$161,996	\$161,996	161,996	100%
Interest Receivable	\$861,055	\$550,000	\$334,217	\$300,000	\$275,000	250,000	83%
Reimbursements		\$5,100	\$9,349	\$4,100	\$4,100	4,300	105%
Misc. Rev. - Administrative Transfers 16%	\$2,726,412	\$2,953,560	\$2,995,436	\$2,736,000	\$2,736,000	2,736,000	100%
Transfer from Multi Year -PEP	\$0			\$0		-	
Transfer	\$225,753			\$0		-	
Operating Revenues		\$41,500	\$59,726	\$40,000	\$56,235	21,500	54%
Nonoperating Revenues		\$100,000	\$441,364				
<b>TOTAL RECEIPTS</b>	<b>\$27,664,528</b>	<b>\$27,992,100</b>	<b>\$28,949,215</b>	<b>\$28,611,077</b>	<b>\$28,748,396</b>	<b>29,364,699</b>	<b>98.83%</b>
<b>EXPENDITURES</b>							
Commodities		0	83,935	-	15,000	-	
Other Charges		0	167,487	250,000	250,000	250,000	
Contractual Services		0	35,819	1,726,518	58,000	41,500	
<b>Economic Incentives</b>		-	<b>287,242</b>	<b>1,976,518</b>	<b>323,000</b>	<b>291,500</b>	<b>15%</b>
Personnel Services	1,154,971.95	1,023,047	1,015,926	964,761	964,761	727,271	
Maintenance & Repair	36,737.03	18,000	-	1,000	1,000	-	
Commodities	13,906.99	21,400	51,108	9,500	52,500	54,200	
Other Charges	295,376.24	333,586	138,913	37,800	38,800	38,800	
Utilities	10,881.28	8,200	10,525	11,000	11,000	12,000	
Communications	\$26,978.38	18,300	14,724	31,800	16,200	18,700	
Travel	\$34,538.70	21,500	25,796	25,000	15,000	15,000	
Contractual Services	\$52,871.09	3,866,594	12,447	5,000	5,000	20,000	
<b>Commission/Manager/Clerk</b>	<b>1,626,262</b>	<b>5,310,627</b>	<b>1,269,439</b>	<b>1,085,861</b>	<b>1,104,261</b>	<b>885,971</b>	<b>82%</b>
Personnel Services	\$414,064.72	487,261	501,843	511,461	511,461	581,211	
Commodities	\$3,130.29	2,950	3,780	2,950	3,050	3,050	
Other Charges	\$5,080.31	4,300	3,197	101,930	79,730	91,200	
Communications	\$2,497.06	1,800	3,395	900	4,300	4,500	
Travel	\$1,080.68	15,000	1,115	15,000	15,000	15,000	
Contractual Services	\$19,440.58	32,500	13,180	26,000	19,200	21,500	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
<b>Accounting/HR</b>	<b>445,294</b>	<b>543,811</b>	<b>526,511</b>	<b>658,241</b>	<b>632,741</b>	<b>716,461</b>	109%
Personnel Services	\$219,068.69	338,637	276,635	356,057	356,057	345,950	
Maintenance & Repair	\$102,035.42	113,600	25,231	35,600	35,600	35,600	
Commodities	\$85,100.01	82,200	143,448	197,200	197,200	209,200	
Other Charges	\$114.18	800	548	300	300	300	
Capital			-	75,000	75,000	-	
Transfers Out	\$0.00	\$8,100.00	15,882	15,882	7,900	7,900	
Communications	\$987.42	\$1,000.00	916	300	1,500	1,500	
Travel	\$719.93	\$5,000.00	611	5,000	5,000	5,000	
Contractual Services	\$37.50	\$100.00	37	100	100	100	
<b>IT</b>	<b>408,063</b>	<b>549,437</b>	<b>463,308</b>	<b>685,439</b>	<b>678,657</b>	<b>605,550</b>	88%
Personnel Services		0	56,820	114,175	114,175	121,091	
Maintenance & Repair		1,100	1,586	62,350	62,350	53,750	
Commodities		1,000	9,017	15,150	15,150	150	
Other Charges		500	1,183	3,730	3,730	5,325	
Communications		16,000	4,867	5,000	5,000	10,500	
Travel		1,500	-	2,945	2,945	900	
Contractual Services		0	19	-	-	-	
<b>Communication</b>	<b>\$0</b>	<b>20,100</b>	<b>73,491</b>	<b>203,350</b>	<b>203,350</b>	<b>191,716</b>	94%
Personnel Services	4,892,588.16	4,984,935	5,258,394	5,243,058	5,243,058	5,450,583	
Maintenance & Repair	170,363.59	210,270	140,799	122,600	122,600	207,600	
Commodities	209,738.01	235,350	213,228	234,350	234,350	235,850	
Other Charges	142,938.77	109,375	126,781	119,400	110,400	117,400	
Capital		40,000	33,375	30,000	30,000	15,000	
Transfers Out		255,000	358,837	358,837	341,346	341,346	
Utilities	\$3,572.81	14,000	3,851	3,500	4,000	4,500	
Communications	\$23,571.85	36,500	29,623	35,800	34,500	39,000	
Travel	\$56,240.08	63,750	68,190	53,750	53,750	53,750	
Contractual Services	\$16,981.70	33,500	18,950	32,500	32,500	33,500	
<b>Police</b>	<b>5,515,995</b>	<b>5,982,680</b>	<b>6,252,028</b>	<b>6,233,795</b>	<b>6,206,504</b>	<b>6,498,529</b>	104%
Personnel Services	\$111,161.38	111,938	116,483	118,527	118,527	127,878	
Maintenance & Repair	\$4,135.17	5,500	4,680	5,500	5,500	5,500	
Commodities	\$5,110.87	3,100	3,397	2,100	2,100	2,100	
Other Charges	\$219.63	600	2,808	720	950	960	
Utilities	\$13,617.98	7,000	3,526	4,000	5,000	5,500	
Communications	\$158.07	0	82	500	-	-	
Travel	\$0.00	300	14	300	300	300	
Contractual Services	\$115,013.87	158,396	159,323	136,460	136,460	136,460	
<b>Animal Control</b>	<b>249,417</b>	<b>286,834</b>	<b>290,314</b>	<b>268,107</b>	<b>268,837</b>	<b>278,698</b>	104%
Personnel Services	\$2,894,692.90	3,029,467	3,115,483	3,190,106	3,158,516	4,099,142	
Maintenance & Repair	\$106,690.86	113,500	67,531	117,000	117,000	117,000	
Commodities	\$155,391.85	161,320	107,631	182,320	182,820	191,720	
Other Charges	\$66,636.82	85,800	97,834	92,060	119,960	133,150	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
Capital	\$27,889.00		-	15,000	15,000	-	
Transfers Out		\$96,000.00	54,390	54,390	56,870	56,870	
Utilities	\$18,843.77	\$24,000.00	19,730	48,000	25,000	41,000	
Communications	\$10,951.32	\$13,200.00	11,135	13,200	14,000	16,800	
Travel	\$40,661.05	\$50,000.00	43,791	51,000	51,000	51,000	
Contractual Services	9,128.59	\$16,000.00	5,262	15,500	15,500	16,000	
<b>Fire</b>	<b>3,330,886</b>	<b>3,589,287</b>	<b>3,522,787</b>	<b>3,778,576</b>	<b>3,755,666</b>	<b>4,722,682</b>	125%
Personnel Services	3,031,687.64	\$3,173,037.00	3,164,174	3,340,484	3,308,894	3,300,594	
Maintenance & Repair	58,359.45	\$101,500.00	41,035	108,000	108,000	108,000	
Commodities	194,685.82	\$261,500.00	219,166	293,000	293,000	303,000	
Other Charges	203,076.31	\$369,549.00	(17,554)	375,350	375,650	380,150	
Capital	121,993.68	\$146,500.00	146,053	207,000	207,000	142,500	
Transfers Out		\$16,000.00	54,390	54,390	56,870	56,870	
Utilities	\$6,019.41	\$8,500.00	6,289	17,000	8,000	24,000	
Communications	\$9,605.19	\$10,600.00	9,647	10,500	12,300	13,500	
Travel	\$33,567.21	\$50,000.00	23,852	51,000	51,000	51,000	
Contractual Services	\$19,648.07	\$39,100.00	21,171	36,600	36,600	37,600	
<b>EMS</b>	<b>3,678,643</b>	<b>4,176,286</b>	<b>3,668,224</b>	<b>4,493,324</b>	<b>4,457,314</b>	<b>4,417,214</b>	98%
Personnel Services	\$510,928.52	\$416,803.00	514,884	438,450	438,450	521,773	
Maintenance & Repair	\$10,212.25	\$10,000.00	-	-	-	10,000	
Commodities	\$3,340.25	\$7,000.00	13,918	7,100	7,100	7,100	
Other Charges	-\$131,878.05	\$88,406.00	205,214	89,625	89,125	89,525	
Communications	\$2,536.72	\$2,800.00	2,480	2,800	2,900	2,400	
Travel	\$0.00	\$1,500.00	-	1,500	1,500	1,500	
Jail	\$62,200.00	\$87,500.00	56,400	87,500	87,500	87,500	
Contractual Services	\$40,112.19	45,300	36,725	40,000	40,000	40,300	
<b>Municipal Court</b>	<b>497,452</b>	<b>659,309</b>	<b>829,621</b>	<b>666,975</b>	<b>666,575</b>	<b>760,098</b>	114%
Personnel Services	\$753,599.91	767,974	730,511	808,589	808,589	759,412	
Maintenance & Repair	\$8,783.30	25,550	125	4,500	4,500	27,500	
Commodities	\$7,273.07	10,065	16,753	14,075	14,075	9,725	
Other Charges	-\$209,034.98	-115,236	22,182	(94,010)	(95,810)	(94,965)	
Transfers Out	\$0.00	31,500	55,862	47,402	47,402	35,600	
Utilities	\$397.56	350	407	350	600	600	
Communications	\$4,148.35	5,200	3,869	5,800	4,300	4,600	
Travel	\$3,137.06	5,000	5,387	4,650	4,650	4,800	
Contractual Services	\$27,058.45	25,000	14,631	31,000	31,000	25,000	
<b>Engineering</b>	<b>595,363</b>	<b>755,403</b>	<b>849,727</b>	<b>822,356</b>	<b>819,306</b>	<b>772,272</b>	94%
Commodities	\$25,275.46	55,000	70,922	53,000	53,000	53,000	
Capital			-	70,000	70,000	35,000	
Contractual Services	1,499.51	\$20,000.00	5,805	40,000	20,000	20,000	
<b>Street</b>	<b>26,775</b>	<b>75,000</b>	<b>76,727</b>	<b>163,000</b>	<b>143,000</b>	<b>108,000</b>	66%
Personnel Services	339,173.58	\$369,555.00	376,303	387,873	387,873	329,156	
Maintenance & Repair	85,056.74	\$59,400.00	62,813	66,858	66,858	69,958	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
Commodities	80,120.27	\$84,400.00	76,209	88,900	88,900	97,900	
Other Charges	10,793.99	\$10,000.00	11,455	11,360	10,160	11,130	
Capital	18,000.00		-	-	-	90,000	
Transfers Out	0.00	\$13,000.00	12,628	12,628	12,900	12,900	
Utilities	38,389.56	\$39,400.00	23,146	39,400	36,000	38,200	
Communications	220.93	\$400.00	302	400	400	400	
Travel	0.00	\$500.00	-	500	500	500	
Contractual Services	3,956.71	7,500	14,020	4,500	4,500	7,500	
<b>Golf Course Maintenance</b>	<b>575,712</b>	<b>584,155</b>	<b>576,876</b>	<b>612,419</b>	<b>608,091</b>	<b>657,644</b>	107%
Personnel Services	255,920.42	269,589	274,057	283,983	283,983	170,546	
Maintenance & Repair	12,182.58	7,500	13,964	6,600	6,600	6,600	
Commodities	175,415.38	133,500	162,571	127,100	127,100	163,100	
Other Charges	30,183.17	19,535	18,635	31,900	29,700	30,200	
Transfers Out	0.00	8,100	8,245	8,245	8,008	8,008	
Utilities	11,784.68	15,700	14,498	13,200	14,000	16,000	
Communications	4,794.73	5,500	4,122	5,000	5,000	5,000	
Travel	360.00	1,000	1,435	2,500	2,500	2,500	
Contractual Services	13,097.14	67,600	64,429	66,100	66,100	23,100	
<b>Golf Course Shop</b>	<b>503,738</b>	<b>528,024</b>	<b>561,956</b>	<b>544,628</b>	<b>542,991</b>	<b>425,054</b>	
Personnel Services	859,363.15	954,566	902,776	1,011,134	1,011,134	982,366	
Maintenance & Repair	82,404.85	68,000	44,766	67,000	67,000	67,000	
Commodities	80,676.12	107,700	79,573	111,600	111,600	105,700	
Other Charges	49,984.73	42,450	54,448	54,940	52,940	57,400	
Capital	45,369.85	15,000	9,920	15,000	15,000	130,000	
Transfers Out	0.00	36,500	41,300	36,300	33,000	33,000	
Utilities	77,885.25	86,000	82,174	88,000	88,000	91,000	
Communications	1,997.87	2,400	1,416	2,400	1,600	1,600	
Travel	650.31	2,500	1,267	2,500	2,500	2,500	
Contractual Services	19,702.06	40,950	21,278	10,750	10,750	18,750	
<b>Park Operations</b>	<b>1,218,034</b>	<b>1,356,066</b>	<b>1,238,918</b>	<b>1,399,624</b>	<b>1,393,524</b>	<b>1,489,316</b>	106%
Personnel Services	61,805.59	89,235	-	95,623	95,623	76,078	
Commodities	32,055.63	114,000	21,217	-	-	-	
Other Charges		15,000					
Contractual Services	\$29,630.40	\$8,500.00	6,007	-	-	-	
<b>PARK DISC GOLF</b>	<b>123,492</b>	<b>226,735</b>	<b>27,225</b>	<b>95,623</b>	<b>95,623</b>	<b>76,078</b>	
Maintenance & Repair	\$17,329.49	\$58,500.00	32,637	59,000	59,000	48,000	
Commodities	\$31,403.10	\$42,650.00	34,044	42,150	42,150	37,150	
Other Charges	\$7,588.72	\$9,200.00	9,650	33,000	31,000	32,000	
Utilities	\$38,298.84	\$38,600.00	39,322	36,500	41,000	44,500	
Communications	\$431.25	\$350.00	-	350	-	-	
Contractual Services	\$89,733.20	\$94,000.00	80,714	94,000	94,000	103,000	
<b>Park Aquatic Center</b>	<b>184,785</b>	<b>243,300</b>	<b>196,366</b>	<b>265,000</b>	<b>267,150</b>	<b>264,650</b>	
Personnel Services	\$603,403.36	\$587,417.00	551,684	623,538	623,538	638,873	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
Maintenance & Repair	\$25,325.12	\$36,000.00	17,588	28,750	28,750	31,950	
Commodities	\$103,560.41	\$157,600.00	105,652	142,300	142,300	141,100	
Other Charges	\$16,794.08	\$20,170.00	14,688	49,573	46,375	47,500	
Capital	\$10,956.60		-	29,000	29,000	-	
Transfers Out	\$0.00	\$20,500.00	8,008	8,008	8,008	8,008	
Utilities	\$73,355.86	\$75,000.00	77,118	75,000	80,000	83,000	
Communications	\$3,629.17	\$6,400.00	3,173	5,250	4,250	5,700	
Travel	\$1,828.86	\$8,500.00	12,093	8,500	8,500	6,000	
Contractual Services	\$9,398.21	\$27,000.00	17,464	17,500	17,500	18,600	
<b>Zoo</b>	<b>848,252</b>	<b>938,587</b>	<b>807,469</b>	<b>987,419</b>	<b>988,221</b>	<b>980,731</b>	99%
Personnel Services	\$383,664.80	\$358,500.00	411,149	378,261	378,261	463,203	
Maintenance & Repair	\$104,178.07	\$183,080.00	76,316	167,300	167,300	174,580	
Commodities	\$36,438.83	\$49,000.00	37,260	43,300	43,300	40,300	
Other Charges	\$11,848.53	\$7,171.00	11,056	17,600	10,600	11,600	
Transfers Out	\$0.00	\$23,000.00	22,542	22,542	22,542	22,600	
Utilities	\$219,572.97	\$257,000.00	215,297	255,000	255,000	270,000	
Communications	\$2,591.45	\$5,300.00	2,584	4,550	3,500	4,300	
Travel	\$56.31	\$650.00	67	900	900	900	
Contractual Services	24,728.56	\$24,750.00	33,880	25,750	25,750	25,750	
<b>Civic Auditorium</b>	<b>783,080</b>	<b>908,451</b>	<b>810,152</b>	<b>915,203</b>	<b>907,153</b>	<b>1,013,233</b>	111%
Personnel Services	136,915.54	61,617	98,640	65,137	65,137	63,448	
Maintenance & Repair	10,695.38	18,500	17,538	19,850	19,850	22,000	
Commodities	355.27	2,950	242	750	750	750	
Other Charges	204.01	350	156	350	350	350	
Contractual Services	7,142.33	3,000	11,736	7,500	7,500	7,500	
<b>Civic/Library</b>	<b>155,313</b>	<b>86,417</b>	<b>128,311</b>	<b>93,587</b>	<b>93,587</b>	<b>94,048</b>	
Personnel Services	66,729.85	124,677	93,197	131,776	131,776	114,899	
Maintenance & Repair	339.78	9,000	686	10,500	10,500	10,500	
Commodities	1,163.95	5,250	1,428	5,250	5,250	5,250	
Other Charges	120.47	600	162	605	605	600	
Contractual Services	18.75	200	61	200	200	200	
<b>Civic/Grounds Maintenance</b>	<b>68,373</b>	<b>139,727</b>	<b>95,534</b>	<b>148,331</b>	<b>148,331</b>	<b>131,449</b>	
Personnel Services	33,214.48	37,552	37,649	39,054	39,054	40,616	
Maintenance & Repair	0.00	1,500	688	1,500	1,500	1,500	
Commodities	43,128.61	51,100	46,439	53,800	53,800	53,800	
Other Charges	2,937.70	800	2,948	2,500	2,500	2,500	
Contractual Services	235.34	0	143	-	-	-	
<b>Civic/Concessions</b>	<b>79,516</b>	<b>90,952</b>	<b>87,866</b>	<b>96,854</b>	<b>96,854</b>	<b>98,416</b>	
Personnel Services	702,633.66	729,014	742,837	769,237	769,990	699,155	
Maintenance & Repair	39,929.60	36,500	31,714	4,000	4,000	25,500	
Commodities	11,991.98	40,350	20,856	51,350	54,850	55,350	
Other Charges	15,698.97	16,755	12,808	24,700	21,600	21,775	
Capital			-	-	-	250,000	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
<b>Revenue Detail and Expenditure Summary</b>							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
Transfers Out	\$40,000.00	\$32,000.00	55,792	55,792	55,792	44,400	
Communications	\$10,091.40	\$14,000.00	10,612	12,100	16,100	18,100	
Travel	\$8,270.87	\$8,000.00	4,522	8,000	8,000	8,000	
Contractual Services	39,507.39	122,000	63,557	117,000	117,000	117,000	
<b>Building &amp; Neighborhood Development</b>	<b>868,124</b>	<b>998,619</b>	<b>942,699</b>	<b>1,042,179</b>	<b>1,047,332</b>	<b>1,239,280</b>	119%
Personnel Services	212,496.37	231,304	232,822	244,466	244,466	248,199	
Maintenance & Repair	8,893.21	10,300	2,210	5,000	5,000	9,500	
Commodities	11,342.22	24,650	13,393	20,000	20,000	20,000	
Other Charges	-252,843.80	-193,138	(294,127)	(191,110)	(192,810)	(151,650)	
Transfers Out	0.00	12,500	12,488	12,488	12,488	12,500	
Communications	753.37						
Travel	\$7.80	2,500	462	2,500	2,500	2,500	
Contractual Services	\$2,089.84	4,500	2,517	4,500	4,500	4,500	
<b>Shop</b>	<b>(17,261)</b>	<b>92,616</b>	<b>(30,233)</b>	<b>97,844</b>	<b>96,144</b>	<b>145,549</b>	149%
Utilities	\$587.62	0	3,179	-	5,000	5,000	
Contractual Services	\$317,411.94	349,020	315,233	322,176	322,176	322,176	
<b>Street Lighting</b>	<b>318,000</b>	<b>349,020</b>	<b>318,412</b>	<b>322,176</b>	<b>327,176</b>	<b>327,176</b>	102%
Maintenance & Repair	\$7,625.96	15,000	2,185	15,000	15,000	15,000	
Commodities	\$1,092.55	2,000	3,832	2,000	2,000	2,000	
Utilities	\$2,058.42	3,300	2,830	3,300	3,300	3,300	
Contractual Services	\$8,241.70	7,000	14,598	3,500	3,500	3,500	
<b>Appropriations</b>	<b>19,019</b>	<b>27,300</b>	<b>23,445</b>	<b>23,800</b>	<b>23,800</b>	<b>23,800</b>	100%
Other Charges	\$50,000.00	50,000	50,000	50,000	50,000	50,000	
<b>MAINSTREET</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	
Utilities	\$2,337.52	2,000	2,545	2,000	3,000	3,000	
Contractual Services	\$665.00	700	1,515	700	700	700	
<b>WAW HOUSE</b>	<b>3,003</b>	<b>2,700</b>	<b>4,060</b>	<b>2,700</b>	<b>3,700</b>	<b>3,700</b>	
Maintenance & Repair	\$4,416.00	500	12	500	500	500	
Utilities	\$6,715.33	11,000	7,542	11,000	10,800	12,000	
Contractual Services	\$276.00	0	596	-	-	-	
<b>618 MECHANIC</b>	<b>11,407</b>	<b>11,500</b>	<b>8,150</b>	<b>11,500</b>	<b>11,300</b>	<b>12,500</b>	
Other Charges		0	15,236	-	22,000	-	
<b>United Way of the Flint Hills - Abundant Grace</b>	<b>-</b>	<b>-</b>	<b>15,236</b>	<b>-</b>	<b>22,000</b>	<b>-</b>	
Personnel Services	\$311,206.64	262,805	256,098	276,485	276,485	259,876	
Maintenance & Repair	\$73,019.64	50,500	36,159	109,800	109,800	111,800	
Commodities	\$319,752.03	478,300	349,019	479,350	479,350	504,350	
Other Charges	\$37,643.51	34,028	43,971	51,900	51,900	54,400	
Capital	\$0.00		-	-	-	100,000	
Transfers Out	\$0.00	\$20,000.00	19,654	19,654	27,700	27,700	
Utilities	\$16,605.16	\$35,000.00	22,167	38,000	27,000	30,500	
Communications	\$1,353.55	\$4,500.00	1,385	4,800	2,000	2,900	
Travel	\$1,039.33	\$2,000.00	1,994	2,500	2,500	2,500	
Contractual Services	\$5,279.35	10,200	8,237	10,200	10,200	10,700	

City of Emporia, Kansas	Column13	Column14	Column18	Column15	Column20	Column16	Column19
<b>2027 &amp; 5 year Budget</b>				6/17/2026			
<b>2025-2031</b>				6/12/26 8:55 AM			
Revenue Detail and Expenditure Summary							
<b>GENERAL FUND</b>							
	2024	2025	2025	2026	2026	Budget	Percent b/w
<b>Airport</b>	<b>765,899</b>	<b>897,333</b>	<b>738,684</b>	<b>992,689</b>	<b>986,935</b>	<b>1,104,726</b>	111%
Maintenance & Repair		\$500.00	-	500	500	500	
Commodities		\$0.00	-	-	-	-	
Other Charges	\$16.48	\$100.00	7,075	105	105	100	
Utilities	\$9,122.72	\$10,000.00	9,421	14,000	12,000	14,000	
Communications	\$600.00	\$1,000.00	750	1,000	1,000	1,000	
<b>Parking Facility</b>	<b>9,739</b>	<b>11,600</b>	<b>17,246</b>	<b>15,605</b>	<b>13,605</b>	<b>15,600</b>	100%
<b>Transfers - County Wide Sales Tax</b>	<b>\$3,316,346</b>	<b>\$3,416,507</b>	<b>\$3,457,388</b>	<b>\$3,550,000</b>	<b>\$3,533,493</b>	<b>3,595,329</b>	101%
<b>Transfer to Industrial Development Sales Tax</b>	<b>\$925,000</b>	<b>\$925,000</b>	<b>\$925,000</b>	<b>\$925,000</b>	<b>\$925,000</b>	<b>925,000</b>	100%
<b>Transfer to Special Street</b>				<b>\$376,389</b>	<b>\$376,389</b>	<b>376,389</b>	100%
<b>Transfer to Projects</b>	\$0			\$0	\$82,000	-	
Outstanding PO's	\$0			\$0		-	
Excess Carryover			\$0				
<b>TOTAL EXPENDITURES</b>	<b>\$27,183,717</b>	<b>\$33,833,383</b>	<b>\$29,110,180</b>	<b>\$33,604,111</b>	<b>\$31,899,609</b>	<b>\$33,298,360</b>	115.44%
Revenue less expenses	\$480,810	(\$5,841,283)	(\$160,965)	(\$4,993,034)	(\$3,151,213)	(3,933,661)	3101.93%
Cash Basis Adjustments/Non-appropriated Balance	(\$189,425)	\$0	(\$215,596)	\$0	\$0	-	
<b>Ending Cash Balance</b>	<b>\$6,741,569</b>	<b>(\$352,210)</b>	<b>\$6,365,009</b>	<b>\$2</b>	<b>\$3,213,796</b>	<b>(719,865)</b>	0.00%
Base for Reserve calculation	\$22,942,371	\$29,491,876	\$24,727,792	\$28,752,722	\$26,982,727	28,401,642	
15% Reserve	\$3,441,356	\$4,423,781	\$3,709,169	\$4,312,908	\$4,047,409	4,260,246	
Amount over 15% Reserve	\$3,300,213	(\$4,775,991)	\$2,655,840	(\$4,312,906)	(\$833,613)	(4,980,111)	
Percentage	29.38%	-1.19%	25.74%	0.00%	11.91%	(0)	

**Title:** Request from Emporia Land Bank for Funding  
**Agenda Date:** June 17, 2026  
**Presented By:** Jeff Lynch, Community Development Coordinator  
Justin Givens, Director of Building & Neighborhood Development

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## Background

Created in 2019, the Emporia Land Bank is an independent, quasi-governmental entity with the primary responsibility and authority to acquire, hold, maintain, and convey properties including abandoned, tax-foreclosed or otherwise distressed properties and return them to productive use. Since 2019, the Land Bank has obtained 15 properties, with six (6) being sold to local investors, resulting in three (3) new homes built, a business expansion and one residential shop. The Land Bank currently has nine (9) properties in its inventory but anticipates a reduction in that number through a partnership with Kansas Spanish Speakers as they start an infill program with funds obtained from outside grant sources.

Past funding efforts from the city have gone to the purchase of properties, demolition of substandard buildings, and rehabilitation, when possible, to maximize the funds received from the city.

## Discussion

The Land Bank is requesting funding for 2027 in the amount of \$200,000 to create a revolving fund for the purpose of building and selling infill housing. The implementation of this infill housing program would continue the city's and land bank's efforts to improve housing by building affordable housing to be purchased and lived in by moderate income buyers.

Once the first home is built, and sold, the proceeds would be invested into building the next home, and so forth.

The program would be administered by the Emporia Land Bank, and the land bank would provide the lots to build the houses on. Key aspects of the program would be;

- target price ranges from \$190,000 to \$220,000
- typical house size of 1,100 to 1,200 sq. ft.
- contain two-to-three bedrooms, and one to two bathrooms.

The Land Bank would work with local contractors or community groups for the construction of each home. If approved, the infill program will enhance the work of the board to improve the quality and affordability of housing for residents while recouping the initial investment after completion of each home built. The newly constructed homes will generate a substantial long-term return on investment in increased property tax revenue, and could promote further investment in these older neighborhoods.

## Financial Considerations

Initial investment of \$200,000 from the city. Land Bank funds would also be used to supplement the program, while continuing the mission of acquiring distressed properties for future re-development or rehabbing homes to return them to the housing stock.



# EMPORIA LAND BANK

Trey Cocking, City Manager  
City of Emporia  
111 E. 6<sup>th</sup> Ave.  
Emporia, KS 66801

January 15, 2026

**RE: Emporia Land Bank Housing Infill Project**

Dear Mr. Cocking,

The Emporia Land Bank Board of Directors are initiating a housing infill program building modest but attractive, owner-occupied workforce housing within the established neighborhoods of the city.

The land bank currently owns nine properties that are suitable for development. The program is designed to build one home at a time and reinvest the proceeds from each sale into the next home to be constructed. The land bank has the privilege of ignoring traditional profit motives, focusing on both accessible housing solutions for our residents while increasing the long-term benefits of increased property tax contributions from these improved sites.

The plan focuses on homes that can be built for under \$200,000 with the land bank currently having approximately \$113,000 in available funds. To launch this program, we are seeking to raise an additional \$110,000 - \$125,000. Paired with grant funds available from the Kansas Housing Corporation, many first-time homebuyers could purchase these homes at, or near, cost from the land bank and immediately have 15-20% equity in their homes when they move in.

While there may be construction loans available, the land bank is requesting the City of Emporia consider providing either additional gap funding to the land bank or providing access to a revolving fund that can be accessed with approval for each construction project and repaid after the sale.

This initiative will be led by our board liaison, Jeff Lynch, who brings extensive experience in public-funded housing projects and supported by an experienced, proactive board of directors.

If there are further questions or details that can be addressed before making a decision, please feel free to contact me by phone at 620-412-9269, email at [mlowery@gmail.com](mailto:mlowery@gmail.com), or reach out to our board liaison, Jeff Lynch.

Sincerely,

Matt Lowery  
Chairman, Emporia Land Bank



## Commission Action Report

Executive Session

**Title:** Executive Session

**Agenda Date:** June 17, 2026

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**Recommended Action:**

Recess into executive session for 25 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in the City Commission Chamber at approximately \_\_:\_\_\_\_ a.m./p.m.