



CITY COMMISSION
WEDNESDAY, OCTOBER 15, 2025 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

PROCLAMATIONS

Proclamation Recognizing October 19th-25th as Friends of the Library Week

Accepted by: Dee Schwinn, Friends of the Library Board President

PUBLIC FORUM

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

NEW BUSINESS

Special Presentation for the Wall that Heals

Presented by: Trey Cocking, City Manager

2) Kaw Valley Engineering proposal for Material Testing Services — Overlander Road

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve the Materials Testing Proposal with Kaw Valley Engineering and authorize the Mayor to sign the agreement.

3) Magellan Pipeline Co Agreement for Overlander Road Paving Improvements

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve the agreement and authorize the Mayor to sign the Magellan Pipeline Company, L.P./ONEOK, Inc. Letter of No Objection Agreement

4) Resolution No. 3774 of Support for Frontier Development Group KHITC Application

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Approve Resolution No. 3774 of Support for Frontier Development Group Application for KHITC

5) Resolution No. 3775 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Approve Resolution No. 3775 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) September Budget
- 3) Brownfields Grant Application Announcement

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for October 1, 2025
- 2) 502 Commercial Fireline Reimbursement
- 3) Jones Mower Shed Replacement

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter
Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

EXECUTIVE SESSION

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) State Representative Mark Schreiber's Presentation on Nuclear Energy
- 2) Appoint Commissioners to Interview for the Joint Traffic Safety Committee
- 3) Policy Proposal for Legal Review of Complex or Ambiguous Matters
- 4) Project Updates from Engineering Department
- 5) Update on Watermain Breaks

ADJOURNMENT



PROCLAMATION

WHEREAS, the Friends of the Emporia Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much-needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights, on an ongoing basis, the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to present; and

WHEREAS, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, Kansas, do hereby proclaim October 19-25 as

Friends of the Library Week

in the city of Emporia, Kansas, and urge all residents of Emporia to make use of our free Emporia Public Library and shop the Friends' book sale to support our community.

On this 15th Day of October 2025

ATTEST:

Erren Harter, Mayor

Kerry Sull, City Clerk



Commission Action Report

Kaw Valley Engineering Testing
Agreement for Overlander Road

Title: Kaw Valley Engineering Testing Agreement for Overlander Road Paving Improvements, Project No. PV2304

Agenda Date: October 15, 2025

Presented By: James Ubert, City Engineer

Background:

Overlander Road Paving Improvements (from West 6th Avenue to US-50 Highway) KDOT Economic Development Project 56 KA-7312-01 will bring the rural road with open ditches to City standard with the conversion of the roadway into 3 lanes (with center turn lane) of pavement with storm sewer and curb & gutter.

Discussion:

Kaw Valley Engineering has submitted a proposal for construction material testing in an estimated amount of \$35,090.00.

Financial considerations:

The proposal, along with other project costs, will be paid for by a mixture of \$2,500,000 from KDOT's Economic Development Program, up to \$1,000,000 from the City's Federal Fund Exchange dollars from KDOT, and from a bond issuance.

Recommended action:

Approve the Materials Testing Proposal with Kaw Valley Engineering and authorize the Mayor to sign the agreement.

Attachments:

Kaw Valley Engineering Concrete Testing Proposal



KAW VALLEY ENGINEERING, INC.

Office: 620.208.5240
Web: www.kveng.com
Address: 20 E. 5th Ave
Emporia, KS 66801

July 23, 2025
F23P0609

Mr. Jim Ubert
City of Emporia
111 E 6th Ave
Emporia, KS 66801

**RE: Construction Materials Testing and Inspection Services
Overlander Road Paving Improvements (PV2304)**

Dear Mr. Ubert:

Kaw Valley Engineering, Inc. (KVE) is pleased to provide this proposal for construction materials testing and inspection services for the above referenced project. The scope of services outlined below (the “Services”) will be performed in accordance with the terms set forth herein (the “Agreement”).

PROJECT DESCRIPTION

The proposed project is to consist of material testing for road improvements.

SCOPE OF SERVICES

The purpose of the proposed Scope of Services is to perform testing of construction items to enhance compliance with the project plans and specifications.

The Scope of Services will consist of the following:

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to observe subgrade excavation; and reinforcing steel and concrete placement.
- Providing a representative to test structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting strength test specimens. Laboratory testing shall include strength testing of field cast specimens.

- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field cast specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.
- Attending meetings on an as-needed basis during progress of construction.

The outlined scope assumes the Client and/or Contractor will provide safe access to the work requiring testing or observation. KVE shall not be held responsible for testing or observation that cannot be performed due to inadequate or unsafe access to the work. Additional charges shall apply for show up if site is not ready due to inadequate or unsafe access to the work.

ADDITIONAL SERVICES

If requested by Client, KVE is available to provide additional services at the standard hourly rates or as otherwise mutually agreed.

FEES AND SCHEDULE

The Services will be performed in accordance with the attached fee schedule. Fees will be invoiced for actual work completed.

We request that a 24-hour notice be provided in scheduling of testing and observation activities. Fees will be invoiced for actual work completed. Time spent on the project in excess of eight (8) hours in a day or forty (40) hours in a week will be billed at the standard hourly rate. Invoices shall be submitted by KVE on a monthly basis, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment in full is not received by KVE within thirty (30) calendar days of the invoice date, invoices shall be subject to a late charge of one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice date.

Additional work beyond the presented scope of work, including standby, may require additional pricing for the fee schedule. Extension of the proposed construction schedule, including standby time, will be performed in accordance with the rates presented on the attached fee schedule.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact me at 620-208-5240.

Respectfully submitted,
Kaw Valley Engineering, Inc.

Chris Hannahs Digitally signed by Chris Hannahs
Date: 2025.07.23 10:34:53 -05'00'

Chris Hannahs
Manager of Field Services

CRH:mkb

Attachment: Budget Estimate
\\VMEM-FILE\Projects\F23_0609_Proposal\TST-INS Proposal 072325.Docx

AUTHORIZATION AND NOTICE TO PROCEED

By signing this Authorization and Notice to Proceed or ordering the commencement of Services, you are affirming that you are authorized to bind Client to the terms and conditions of this authorization (hereinafter referred to as the “Agreement”) and have read and accepted the terms and conditions. Any additional document requirements, including but not limited to Client form contracts and lien waivers that you have not presented to KVE for approval prior to the execution of this Agreement or the commencement of Services, are hereby waived, and KVE’s standard forms and format shall apply.

Client: City of Emporia

Name/Title: _____
(please print)

Signature: _____

Date: _____

Project Reference No.: _____

E-mail for Accounting: _____
E-mail address where invoices can be sent electronically

REPORT DISTRIBUTION DATA SHEET

This form must be completed by Client.

Submit observation reports to Client attention:

Contact/Title: _____

E-mail (Required Field): _____

Submit observation reports to the additional parties listed below:

Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) Primary distribution is E-mail	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) Primary distribution is E-mail	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) Primary distribution is E-mail	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) Primary distribution is E-mail	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____

TERMS AND CONDITIONS OVERLANDER ROAD PAVING IMPROVEMENTS EMPORIA, KANSAS

- 1. Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and KVE's performance of testing, inspection, and observation Services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. KVE will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 2. Warranty.** KVE will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. KVE MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO KVE'S SERVICES AND KVE DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3. LIMITATION OF LIABILITY.** CLIENT AND KVE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING KVE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF KVE (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000.00 OR ITS FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF KVE'S SERVICES ON THIS PROJECT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER KVE'S GENERAL LIABILITY POLICY.
- 4. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 5. Change Orders.** Client may request changes to the scope of services by altering or adding to the Services to be performed. If Client so requests, KVE will return to Client a statement (or supplemental Agreement or Agreement for Services) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits KVE to perform changed or additional work, the Services are changed accordingly and KVE will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to KVE at the time of Agreement, KVE is entitled to a change order equitably adjusting its Services and fees.
- 6. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation/Fee section of the Agreement. Fee schedules are valid for the calendar year in which they are issued. KVE may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify KVE in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a late charge of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that KVE incurs, including attorney fees. KVE may suspend Services for lack of timely payment, and if account remains unpaid for up to 90 days, KVE may cause a mechanic's lien to be filed on the subject property on or around the 90th day of the unpaid account.
- 7. Third Party Reliance.** This Agreement and the Services provided are for KVE and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, KVE will issue additional reports to others agreed upon with Client; however, Client understands that such additional reports will not be issued until those parties sign and return KVE's reliance Agreement and KVE receives the agreed upon reliance fees.

8. **Indemnity.** Each party agrees, to the fullest extent allowed by law, to indemnify and hold harmless the other party and its officers, directors, partners and employees from and against any and all loss, cost, damage or expense, including reasonable attorneys' fees and other costs of defense, to the extent such loss, cost, damage or expense is caused (on a comparative basis of fault) by the negligent act, error or omission of the indemnifying party or its agents or consultants in the performance of services provided pursuant to this Agreement. Neither Client or KVE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

9. **Dispute Resolution.**

A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.

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

10. **Governing Law.** KVE and Client agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between Client and KVE arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in the State of Kansas.

11. **Subsurface Explorations.** KVE will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

12. **Sample Disposition, Affected Materials and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

13. **Utilities.** KVE shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. KVE shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. KVE shall not be responsible for damage to subterranean structures or utilities that are not called to KVE's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to KVE.

14. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. KVE will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

15. **Unanticipated Hazardous Materials.** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client and KVE agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client and KVE also agree that the discovery of unanticipated hazardous materials will make it necessary for KVE to take immediate measures to protect human health and safety and/or the environment. KVE agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

16. **Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by KVE as instruments of service shall remain the property of KVE.

17. **Successors, Assigns and Beneficiaries.** Client and KVE each binds himself and his partners, successors, executor, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither Client nor KVE will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and KVE.

18. **Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, KVE shall be paid costs incurred and fees earned to the date of termination, plus reasonable costs of closing the project.

TIME & MATERIALS BUDGET ESTIMATE
Overlander Road Paving Improvements (PV2304) - Concrete Base Bid

Services	Unit	Qty	Unit Price	Extension
1. Fill Placement				
Moisture / Density Relationship (ASTM D 698)	Hour	12	\$80.00	\$960.00
Proof Roll of Subgrade	Hour	5	\$80.00	\$400.00
Obtain Sample	Hour	4	\$80.00	\$320.00
Atterberg Limits	Hour	5	\$80.00	\$400.00
In-Place Moisture / Density Testing*	Hour	40	\$80.00	\$3,200.00
			Subtotal:	\$5,280.00
2. Curb and Gutter Concrete Placement				
Concrete Placement / Testing*	Hour	40	\$80.00	\$3,200.00
Compressive Strength Cylinder Testing	Hour	40	\$80.00	\$3,200.00
			Subtotal:	\$6,400.00
3. Concrete Placement for RCB				
Concrete Placement / Testing*	Hour	7	\$80.00	\$560.00
Compressive Strength Cylinder Testing	Hour	7	\$80.00	\$560.00
			Subtotal:	\$1,120.00
4. Concrete Pavement				
Concrete Placement / Testing*	Hour	110	\$80.00	\$8,800.00
Compressive Strength Cylinder Testing	Hour	90	\$80.00	\$7,200.00
			Subtotal:	\$16,000.00
5. Core Drilling (Left Blank for Pricing)				
Technician and Equipment	Hour	0	\$150.00	\$0.00
Concrete	Inch	0	\$5.00	\$0.00
			Subtotal:	\$0.00
6. Travel				
Vehicle	Per Mile	1,000	\$0.70	\$700.00
			Subtotal:	\$700.00
7. Professional Staff				
Administrative, Review and Quality Control	12.5% of Field Total			\$3,550.00
Manager of Field Services (Consulting)	Hour	17	\$120.00	\$2,040.00
			Subtotal:	\$5,590.00
*** TOTAL TIME & MATERIALS ESTIMATE				<u>\$35,090.00</u>

* A two hour minimum will apply.

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO. _____

MUNICIPALITY _____

CONTRACTOR'S
SIGNATURE _____



TITLE Principal

SRF PROJECT NO. _____

DATE 6/30/2025

KDHE PROJECT # _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

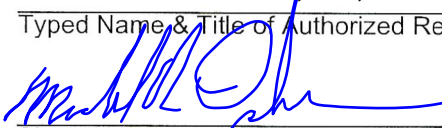
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Michael Osbourn, PE, Principal

Typed Name & Title of Authorized Representative



6/30/2025

Signature and Date of Authorized Representative

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Exhibit _____
CITY OF EMPORIA, KANSAS,
MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions for the City of Emporia, Kansas (hereinafter "the City") and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The provisions found in City of Emporia, Kansas, Contractual Provisions Attachment which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which attached and made a part thereof, said contract being the 23 day of July, 20 25.

1. Controlling Provisions. It is expressly agreed that the terms of this Contractual Provisions Attachment prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.
2. Representative's Authority to Contract. By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
3. Governing Law and Venue. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
4. Arbitration, Damages, Jury Trial and Warranties. The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City never consents to the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provisions of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
5. Cash Basis and Budget Law. This Agreement is subject to the Kansas Cash Basis Law, (K.S.A. 10-1101), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all time stay in conformity with such laws, and as a condition of this Agreement, the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
6. Termination Due to Lack of Funding Appropriation. If, in the judgement of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notices shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right,

at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of this Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

7. Anti-Discrimination Requirements. Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, gender identity, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found in Chapter 13, Article II of the Municipal Code of the City of Emporia; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (f) that Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Emporia Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.
8. No Limit of Liability. Nothing in this Agreement shall be construed to limit the Contractor's liability to the City as such liability may exist by or under operation of law.
9. Disclaimer of Liability. The City shall not hold harmless nor indemnify the Contractor for any liability whatsoever. The liability of the City is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
10. Taxes. The City shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
11. Insurance. City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. Compliance with Law. Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said laws are specifically referenced in this Agreement.

Chris Hannahs Digitally signed by Chris Hannahs
Date: 2025.07.23 10:34:16 -05'00'

(Rev. 01-2025)



Commission Action Report

Magellan Pipeline Agreement for Overlander Road

Title: Magellan Pipeline Agreement for Overlander Road Paving Improvements, Project No. PV2304

Agenda Date: October 10, 2025

Presented By: James Ubert, City Engineer

Background:

The Overlander Road Paving Improvements Project (KDOT Economic Development Proj. No. 56 KA-7312-01) will construct rock subgrade, concrete pavement, waterline and storm sewer improvements over and along the Magellan Pipeline (parent company ONEOK) within the existing Magellan Pipeline Easement. The Magellan Pipeline is a cross-country gas pipeline.

Discussion:

The requested agreement for Letter of No Objection is mandating specific construction requirements for driveway entrance pavement thickness & reinforcing steel, minimum clearances between Magellan's pipeline and the City's proposed utilities, and increased insurance coverages for the construction contractor to be maintained a minimum of 2 years after construction completion.

Financial considerations:

N/A

Recommended action:

Approve the agreement and authorize the Mayor to sign the Magellan Pipeline Company, L.P./ONEOK, Inc. Letter of No Objection Agreement.

Attachments:

Magellan Letter of No Objection Agreement
General Encroachment Requirements
Exhibit A



October 2, 2025

City of Emporia, Kansas
522 Mechanic Street
PO Box 928
Emporia, KS 66801

Re: Project: **56-KA-7312-01** Milepost 56.6 – Overlander Road
Pipeline: El Dorado – KC #6-10”, El Dorado – Atchison #7-16”
Tract: 7692/7693
Mile Post: 56.6
Lat / Long: 38°24'28.96"N, 96°14'7.35"W +/-
County, State: Lyon County, Kansas

WHEREAS, The City of Emporia, KS (“Crossing Party”) is proposing to construct improvements to Overlander Road that will include areas of improvements to Martin Drive and business access drives in Lyon County, Kansas (the “Project”); and

WHEREAS, Magellan Pipeline Company, L.P., a subsidiary of ONEOK, Inc. (“Magellan”) is the owner of certain pipelines and appurtenances (collectively, the “Pipelines”) in the Project’s vicinity pursuant to certain easement agreements and other property rights (the “Easements”); and

WHEREAS, the Project will traverse, cross, run parallel with, or otherwise be located adjacent to Magellan’s Pipelines and Magellan’s Pipeline right of way (the “Magellan Easement Tract”) in the aforementioned county and state and requires that Crossing Party traverse across Magellan’s Easement Tract and Magellan’s Pipelines at the locations shown on the attached Exhibit “A”; and

NOW THEREFORE, by this letter agreement (“Agreement”) and pursuant to Crossing Party’s proposal for the improvements included in the Project, Magellan has reviewed the plans submitted and has no objection to the Approved Encroachments (defined below) conditioned on and in accordance with the statements herein and attachments hereto.

Description of “Approved Encroachments”

1. Reconstruction of Overlander Road

Reference: Plan and Profile Drawings – Sheets 8, 9, 10, Overlander Road Cross Sections - Sheets 83 - 88 and 93, Typical Sections – Sheet 2 of 100 Sheets, all drawings part of the Construction Plans for Project No. 56 KA-7312-01, (attached hereto for all purposes as Exhibit “A”, including the plans listed under the additional Approved Encroachments.)

ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
www.oneok.com

The Project proposes to perform concrete surfacing and curb and gutter. There will be a five-foot wide (5') concrete sidewalk on the east side of the roadway. The road width will expand approximately five feet (5') on each side from its existing location and road right of way on each side will widen approximately ten feet. The amount of cover over the Magellan's Pipelines is to remain the same with the roadway improvements. A Magellan representative is to be onsite during construction activities. Construction activity will be consistent with Magellan's General Encroachment Requirements attached as **Exhibit "B"** for all purposes. See "Other Considerations" and "Agreed Action" sections below for details.

2. 24" HDPE Storm Sewer Crossing

Reference: Plan and Profile Drawing – Sheet 8 and Overlander Road Cross Sections - Sheet 84 of 100 Sheets, all drawings part of the Construction Plans for Project No. 56 KA-7312-01

A new twenty-four inch (24") HDPE storm sewer will be installed on the east side of Overlander Road as part of the Project. It will cross under the Pipelines with approximately 3.3 feet and 2.3 feet of separation. A Magellan representative is to be onsite during construction activities. Construction activity will be consistent with Magellan's General Encroachment Requirements.. See "Other Considerations" and "Agreed Action" sections below for details.

3. 12" Waterline in 18" Steel Casing Crossing

Reference: Plan and Profile Drawing – Sheet 96 of 100 Sheets, part of the Construction Plans for Project No. 56 KA-7312-01.

A new 12-inch (12") waterline in eighteen-inch (18") steel casing will be installed by boring on the west side of Overlander Road. It will cross under the Pipelines with approximately two feet (2') of separation. A Magellan representative is to be onsite during construction activities. Construction activity will be consistent with Magellan's General Encroachment Requirements.. See "Other Considerations" and "Agreed Action" sections below for details.

4. Reconstruction of Martin Drive

Reference: Plan and Profile Drawings – Sheets 10 and 13, Martin Drive Cross Sections – Sheet 93, and Typical Section Sheet 2 of 100 Sheets, all drawings part of the Construction Plans for Project No. 56 KA-7312-01

The new Martin Drive section will consist of concrete surfacing and have curb and gutter. There will be a six-foot wide (6') concrete sidewalk on the south side of the roadway. The road width will increase with approximately five feet (5') of additional pavement on each side of the Martin Drive location at Overlander Road and taper back to its existing width at approximately 221' to the east. The right of way width of Martin Drive will remain the same. After the road construction on Martin Drive there will be approximately six additional inches of cover over the Magellan Pipeline.

5. Reconstruction of Business Access Drives

Reference: Plan and Profile Drawings – Sheets 8 and 9 of 100 Sheets, drawings part of the Construction Plans for Project No. 56 KA-7312-01

There are two business access drives on the east side of Overlander Road that will be reconstructed with this Project. Both access drive locations are to be reconstructed at approximately the same grade as currently exists. The depth of cover over the Magellan Pipeline should remain mostly unchanged.

Other Considerations

Heavy Equipment Crossings: To allow heavy equipment crossing over the referenced pipeline detailed information will need to be received in order to perform pipe stress calculations. The following information will need to be received to perform a more thorough analysis of wheeled vehicles: loaded vehicle weight, number of axles on the front and rear, and weight distribution between the front and rear axles. For equipment on tracks, the following information is needed: loaded vehicle weight, length of track in contact with the ground, and track width.

Agreed Action

- No pipeline adjustment is necessary.
- All activities and installations shall be performed in accordance with the approved project plans "Exhibit A" and Magellan Encroachment Requirements "Exhibit B" attached hereto and made a part hereof.
- Grading over the pipeline is not allowed without Magellan inspection on-site.
- Heavy equipment is not allowed over the pipeline without Magellan inspection on-site.
- In the event Magellan requires 3rd party inspection (a qualified Inspection contractor), Crossing Party shall cover costs for that third party inspector to be present during construction activities. **At a minimum, a company representative will need to be present during construction of the proposed improvements to confirm minimum clearance and depth of cover requirements have been met and that the existing Magellan pipelines are not damaged.**
- Crossing Party and Crossing Party's contractor(s) will need to contact a Magellan representative a minimum of two (2) weeks prior to commencing any construction activities over or across Magellan's Easement Tract in order to allow appropriate field supervision to be arranged and present during construction.

Insurance

Crossing Party shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below with insurance companies acceptable to Magellan for work performed related to the construction of the Approved Encroachments. All costs and deductible amounts will be for the sole account of the Crossing Party or its contractors and subcontractors. Prior to commencing any activities related to the construction of the Approved Encroachments, Crossing Party must deliver to Magellan certificate(s) of insurance. Non-renewal or cancellation of policies must be effective only after Magellan receives written notice from the insurance company thirty (30) days in advance of such non-renewal or cancellation. The limits set forth below are minimum limits and will not be construed to limit Crossing Party's liability:

- (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000.
- (b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence and project specific annual aggregates of \$5,000,000. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage, broad form property damage, personal injury, and sudden and accidental pollution; such coverage must be maintained for two (2) years following completion of work activities related to the construction of the Approved Encroachments. Magellan, its affiliated companies, and its ~~and their~~ respective directors, officers, partners, members, shareholders, employees, agents and contractors shall be included as additional insureds.

- (c) In each of the above policies, Crossing Party or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against Magellan and its affiliated companies.
- (d) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for Crossing Party or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, will not be held to waive any of the provisions hereof.
- (e) In the event of a loss or claim arising out of or in connection with the construction of the Approved Encroachments, Crossing Party agrees, upon request of Magellan, to submit a certified copy of its insurance policies for inspection by Magellan.
- (f) Crossing Party shall require all of its contractors and subcontractors for work related to the construction of the Approved Encroachments to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (c) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of Crossing Party.

Indemnification

To the extent permitted by law, Crossing Party will indemnify, save, and hold harmless Magellan, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all personal injury (including death) and damage to property, including environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees and court costs), costs of investigations, fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from Crossing Party's breach of this Agreement or caused by or as a result of the construction, use, maintenance, existence or removal of the Approved Encroachments located on the Magellan Easement Tract. The presence of Magellan's representative or any instructions given by such representative will not relieve Crossing Party of any liability under this Agreement, except to the extent that such liability results from Magellan's or its representative's gross negligence or willful misconduct.

Magellan Rights

Magellan and Crossing Party agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of Magellan's rights under the Easement.

Upon review, please have the appropriate representative of Crossing Party sign and return this letter to our Real Estate Representative providing coverage for this area, Tonya Cape at tonya.cape@oneok.com. If there are any questions, please contact Tonya Cape at 816/896-0584.

Sincerely,

Magellan Pipeline Company, L.P.
By its general partner Magellan Pipeline GP, LLC,

By: _____
Todd McKimmey, Vice President – Engineering and Construction: Large Capital Projects

September 29, 2025

Accepted and agreed this ____ day of _____, 2025 by the duly authorized representative of Crossing Party as evidenced by the signature below.

[signature]

Print Name: _____

Title: _____

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MAGELLAN PIPELINE COMPANY, L.P.

General Encroachment Requirements

A. GENERAL - These requirements define the minimum standards governing permitted encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner), its and their heirs, successors, and assigns (herein referred to collectively as “**Owner**”) to pipeline corridors and rights of way (“**Magellan’s Easement Tract**”) owned or operated by Magellan Pipeline Company, L.P. (“**Magellan**”). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan’s Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan’s pipelines and facilities. Magellan’s Easement Tract, for purposes of these General Encroachment Requirements, shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called “**Easement**”, whether one or more), in which case such specified width shall define Magellan’s Easement Tract.

1. **Encroachment Definition.** An “encroachment” is any use of the land within Magellan’s Easement Tract which is not permitted by the express provisions of the Easement or which could interfere with Magellan’s Easement rights or which Magellan determines could create safety concerns for pipelines and/or facilities located on Magellan’s Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan’s Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan’s Easement Tract. All encroachments as described in this section 1 are hereinafter referred to as “**Encroachments**”, whether one or more.
2. **Magellan Representative Required On-Site.** Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the pipelines or other facilities on Magellan’s Easement Tract. For other activities of the Owner on the Magellan Easement

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Tract, the Magellan field representative shall determine whether Magellan's continuous presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.

3. **Magellan's Facilities.** The facilities include, but are not limited to, the Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds, and cathodic protection systems.
4. **Land Use Change - Notification.** The Owner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan's Easement Tract. Examples of such land use changes are, without limitation:
 - Change from pasture to cultivation
 - Change in depth of tilling (e.g. plowing deeper or deep-breaking the land)
 - Change in that terraces will be cut or re-cut
 - Change from agricultural use to residential, commercial or industrial use.
 - Change from residential to commercial or from commercial to industrial.
5. **Governmental Regulations and Industry Guidelines.** Owner must comply with all applicable laws and regulations, as well as Magellan's policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See "Program Information" / "Best Practices") and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping.

In the even of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern all encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.

B. MAGELLAN RIGHT OF WAY PRACTICES

1. **Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract.** In order to keep Magellan rights of way clear for operations, maintenance,

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inspection, repair, replacement, and emergency access, personal property and fixtures shall not be placed, stored, or maintained on Magellan's Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk, and piles of materials.

2. **Encroachments Subject to Being Cleared from Magellan's Easement Tract.**

Subject to the terms of its Easement (including right of way agreement[s] and other written agreements), Magellan shall have the right, but not the obligation, to keep Magellan's Easement Tract clear of items that Magellan determines may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair, replace, and access its pipelines and other facilities. Clearing of the Magellan Easement Tract shall include, but not be limited to, the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan's Easement Tract. Trees or other vegetation overhanging Magellan's Easement Tract may be side-trimmed.

C. ENCROACHMENT PLANNING

1. **Plan Review Required by Magellan.** For any Encroachment, Magellan must be provided project plans to review and approve, *prior to such encroachment occurring*, for purposes of damage prevention.

2. **Submission of Complete Plans.** Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan's engineering impact study and insufficient information could result in increased costs. Plans must include:

- A plan view of the project with the *pipeline(s) location included*.
- An illustration in *profile* of the existing surface elevations, the proposed surface elevations and the elevation of the pipeline(s).
- A comprehensive utility/structure/grading plan depicting the relationship to the pipeline(s).
- A proper legal description of the project location.
- Complete landscaping plans.
- Complete plans for backfilling and compaction of backfill material.

3. **Plans Must Show Magellan's Easement Tract, Pipelines and Facilities.** All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, and where any pipeline or facility is located thereon must contain the following:

- Location and depth of all pipelines and facilities

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- The width of Magellan's Easement Tract
- A standard warning statement *conspicuously displayed* containing the following language:

WARNING

HIGH-PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited

Without compliance with **State One-Call**, AND

Without Written Permission From

MAGELLAN PIPELINE COMPANY, L.P.

4. **Written Encroachment Agreement Required.** A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.
5. **Costs.** Unless otherwise agreed in writing, all costs and expenses sustained or incurred by Magellan that result from any encroachment shall be the obligation of Owner and shall be paid in full to Magellan pursuant to Magellan invoice. Such costs and expenses may include, but shall not be limited to: Modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling,
6. **Pipeline Integrity Inspection.** Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan's inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan's assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any approved encroachments.
7. **Soil On Magellan's Easement Tract -- Removing and Adding.** No soil shall be removed from or added to Magellan's Easement Tract without prior written authorization from Magellan. Any soil added must be clean fill dirt (without contaminants, trash or debris) and must be *limited in amount* so that the resulting

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cover (vertical distance from the surface of the land to the top of Magellan's pipeline) is not greater than eight feet (8').

8. **Erosion Control Materials.** Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.
9. **Proof of Title to Property.** Magellan may require Owner to provide proof of current ownership of the land and all interests in the land where the proposed encroachment is to be located. Such proof shall be such proof as is satisfactory to Magellan and, without limitation of the foregoing, may be in the form of a title commitment or title policy.
10. **Subdivision Plat.** Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy of the recorded plat which reflects the book and the page of the recording.
11. **Location and Approximate Depth of Pipelines.** A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan's Easement Tract shall take place without prior approval by Magellan.
12. **Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure.** Vertical separation is defined in this document as the vertical distance between the outermost part of a pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).
13. **Construction Equipment Information.** Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that Owner proposes to use over or in the vicinity of the pipeline(s).

D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS

1. **Risk of Loss and Damage.** Owner shall bear the risk of loss for all damage and/or destruction to any structure, fence, landscaping or improvement placed

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within the boundaries of Magellan’s Easement Tract (whether approved by Magellan or not), and shall indemnify and hold Magellan harmless from and against any such damages or destruction of structures (including, without limitation, any consequential damages) which may arise out of Magellan or its designees exercising Magellan’s Easement rights or which may arise out of accessing Magellan’s Easement Tract, pipelines or facilities.

2. **Buildings, Structures and Fences.**

- a. **Buildings and Structures.** No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan’s Easement Tract.
- b. **Septic System not permitted.** No septic-system, including any lateral lines will be permitted on Magellan’s Easement Tract.
- c. **Retaining Walls.** Retaining walls are not permitted on Magellan’s Easement Tract.
- d. **Fences.** No fence shall be constructed or maintained on Magellan’s Easement Tract without a written agreement.
- e. **Requirements for Fences.** If fencing on Magellan’s Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:
 - 1) **Not Parallel to Pipeline.** No fence shall be allowed to be constructed parallel to, and closer than 10 feet to, any pipeline within the boundaries of Magellan’s Easement Tract.
 - 2) **Fence Posts Location.** No fence posts will be allowed to be within five (5) feet of any pipeline or facility.
 - 3) **Gates Required.** Magellan may require any fence constructed within the boundaries of Magellan’s Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan’s Easement Tract and/or facilities through such gates.
 - 4) **Angle of Fence Crossing.** Fence crossings across Magellan’s Easement Tract must be as close to 90 degrees as possible.

3. **Landscaping, Elevation Changes and Water.**

- a. **Landscaping Definition.** Landscaping shall include, but not be limited

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to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within Magellan’s Easement Tract.

b. **General Landscaping Requirements.** The following are the general rules for landscaping on Magellan’s Easement Tract:

- 1) **Written Approval.** Landscaping proposed to be done on Magellan’s Easement Tract must be approved by Magellan in a **written encroachment agreement**. Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan’s Easement rights.
- 2) **Trees Not Permitted.** Trees are not permitted on Magellan’s Easement Tract.
- 3) **Shrubs.** Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan’s Easement Tract.
- 4) **Irrigation Systems, Field Drain Lines, and Sidewalks.** Irrigation systems, field drain lines and sidewalks that are to cross a pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document.

c. **No Water Bodies on Magellan’s Easement Tract.** Retention of water, including but not limited to, livestock ponds, lakes, retention ponds, or wetlands, may not be constructed or formed on Magellan’s Easement Tract.

d. **Surface Grade and Elevation Changes.** Surface grade or elevation changes must be reviewed and approved in writing by Magellan.

4. **Foreign Pipeline & Utility Crossings.** No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any pipeline within the boundaries of Magellan’s Easement Tract.

a. **Minimum Angle for Pipeline/Utility Crossing.** Any foreign pipeline or utility that is proposed to cross a pipeline on Magellan’s Easement Tract must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.

b. **Vertical Separation Requirements for Crossing.** Foreign pipeline(s), utilities (except high-voltage lines – see below) or flow lines should cross pipeline(s) on Magellan’s Easement Tract with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General

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Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a pipeline is to cross ***below*** the Magellan pipeline.

- c. **Warning Tape Required.** When any foreign pipeline or utility line is proposed to cross a pipeline on Magellan's Easement Tract, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract in the following manner:
 - 1) The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each pipeline that is crossed for a minimum distance which is the greater of:
 - (a) a minimum distance of 20 feet on each side of the pipeline, or
 - (b) across the entire width of Magellan's Easement Tract
 - 2) The placement of warning tape on each side of pipeline(s) on Magellan's Easement Tract will not be required for utility cables that are installed using the directional drill or jacking method.
- d. **Crossings by Metal Pipelines or Conduits.** Metallic pipe crossing pipeline(s) on Magellan's Easement Tract may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.
- e. **Crossing Requirements.** Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a ***minimum of 24-inches of vertical separation***. All such lines must be covered with a *Concrete Slab* for the full width of the **Easement Tract**, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.
- f. **Crossing Requirements for Lines Going Over a Magellan Pipeline.** In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cable crosses ***over*** a pipeline on Magellan's Easement Tract, such line shall be ***encased in red concrete across the full width of Magellan's Easement Tract***, unless a variance is granted by Magellan, as set forth below.
- g. **Written Authorization for Variance.** Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for encasement of high-voltage electrical lines in red concrete.

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- h. **Utility Poles and Guy Anchors.** Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any pipeline on Magellan's Easement Tract. Poles shall not be allowed to run parallel to a pipeline within the Magellan Easement Tract.
- i. **Directional Drilling / Boring.**
 - 1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following:
 - Profile and plan showing location of entry and exit points
 - Work space required to perform the work
 - Mud containment and disposal sites
 - 2) Owner shall positively locate and stake the location of existing pipelines and other underground facilities on Magellan's Easement Tract, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all pipelines and other facilities resulting from drilling or boring operations.
 - If a pipeline cannot be confidently located with the above or be positively identified by daylighting or other means, line locating measures shall be in accordance with (add hyperlink)
 - 3) At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation.
 - 4) Pilot Hole.
 - The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances

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herein does not relieve Owner from responsibility for safe operations or for damage to adjacent utilities and structures.

- If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances:
 - Elevation of +0 feet and -15 feet
 - Alignment of +/-20 feet as long as it does not come to within 10 feet of a pipeline on Magellan's Easement Tract
 - Initial penetration of ground surface at exact location shown in the plan and profile drawings
 - Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings
 - Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula:

$$R_{\text{drilled}} = (L_{\text{drilled}} / A_{\text{avg}}) \times 180 / \pi$$
 Where: R_{drilled} = drilled radius over L_{drilled}
 L_{drilled} = length drilled; no less than 75 feet and no greater than 100 feet
 A_{avg} = total change in angle over L_{drilled}
- At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole.

5) **Drilling Fluids.**

- The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations.
- Owner is responsible for obtaining, transporting and storing any water required for drilling fluids.
- Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall *not* be disposed of by placing fluids on or under the surface of Magellan's Easement Tract.
- Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be

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immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.

- 6) **As-Built Drawing.** Owner shall promptly provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of pipelines on Magellan's Easement Tract.
5. **Roadway, Driveway, Railroad and Equipment Crossings.** No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any pipeline within the boundaries of Magellan's Easement Tract.
- a. **Pipeline Integrity Inspection.** A pipeline integrity review shall be performed by Magellan as described in provision "6" under "C. ENCROACHMENT PLANNING" (above).
 - b. **Load Bearing and Stress Limit Requirements.** Prior to any road, driveway, rail bed or equipment crossing construction, Magellan's engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on pipelines or other facilities, and must advise Owner of any additional requirements necessary to provide adequate protection.
 - c. **No Crossing over Pipeline Bend.** Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).
 - d. **Minimum Angle of Crossing.** Crossings should be as close as possible to 90 degrees to pipeline(s) on Magellan's Easement Tract, but not less than 45 degrees.
 - e. **Pipeline Casing Issues.** Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall

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thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.

- f. **Railroad Crossing Requirements.** Railroads shall be installed with a minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (*see Figures 1 and 3*):

<u>Location of Pipeline</u>	<u>Minimum Compacted Cover Over Top of Pipeline</u>
Under track structure proper (Below bottom of rail)	6.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

- g. **Roadway and Driveway Crossings.** Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (*see Figures 2 and 4*):

<u>Location of Pipeline</u>	<u>Minimum Compacted Cover Over Top of Pipeline</u>
Under roadway surface proper (Below surface of pavement)	4.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

- h. **Crossing Pipelines Transporting Highly Volatile Liquids.** For pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.
- i. **When Additional Depth Required.** Depth greater than the minimum depths stated above may be required for a pipeline due to the combined

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stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.

- j. **Temporary Roads and Equipment Crossings.** Any such road or crossing must meet the following requirements:
 - Must be located at a site approved by a Magellan field representative.
 - Must provide adequate protection for pipelines and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities.
 - Owner shall place Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing
- k. **Owner Required to Protect Magellan Pipelines.** Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect pipelines on Magellan's Easement Tract, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.
- l. **Heavy Equipment - Definition and Requirements.** Heavy equipment shall be defined as any vehicle having a *gross weight* in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a *gross weight* of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a *gross weight* in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.

6. Parking Lots and Other Pavement.

- a. **Parking Lot and Pavement Requirements.** All parking lots and other pavement installed on Magellan's Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.
- b. **Pipeline Depth Under Parking Lot.** The depth of pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous "Roadway, Driveway, Railroad, and Equipment Crossings"

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section above

7. **Waterway Crossings.**

- a. **Pipeline Depth Requirements.** If Owner proposes to cross a pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in the pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.
- b. **Requirements for Waterway Crossings:**
 - 1) **Minimum Angle or Crossing.** Crossings should be as close as possible to 90 degrees to pipeline(s) on Magellan's Easement Tract, but not less than 45 degrees.
 - 2) **Vertical Separation Requirements for Waterway Crossing.** Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of such pipelines, facility or appurtenance
 - 3) **Adding Weight to Pipeline for Negative Buoyancy.** Owner shall bear all liability and obligation for the cost of Magellan adding sufficient weight or mechanical devices to any pipeline on Magellan's Easement Tract crossed by a waterway in order to create negative buoyancy for such pipeline.

8. **Blasting.**

- a. **Magellan Written Approval Required – Plan To Be Submitted.** Magellan must approve any proposed blasting operations that could affect pipelines or facilities on Magellan's Easement Tract. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.
- b. **Safety Considerations – Damage Prevention Plan.** For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan's "Damage Prevention Plan for Blasting Near Company Facilities". A copy of said plan will be made available upon request.

E. **EXCAVATION NEAR MAGELLAN PIPELINES.**

1. **STATE "ONE-CALL" REQUIRED.** No excavation or activity listed in "*A. GENERAL - 1. Encroachment Definition*" above shall be performed by Owner in

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the vicinity of Magellan’s facilities or within Magellan’s Easement Tract until proper telephone notification has been made to the appropriate “One Call” system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have “One Call” laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of Magellan’s pipeline facilities in the vicinity of the proposed encroachment.

2. **ONE-CALL NOTIFICATION.** *The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state’s web site on 1/5/2004).* **Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.**

Current “ONE-CALL” numbers and information can be found on each state’s “ONE-CALL” website:

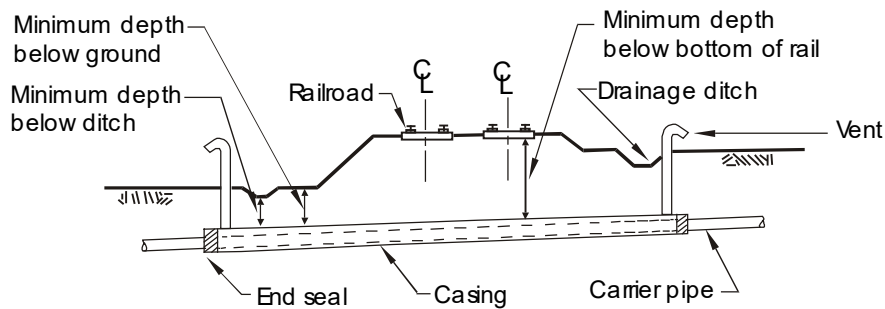
Arkansas - http://www.arkonecall.com/	- 800 482-8998
Colorado - www.uncc2.org/	- 800 922-1987
Connecticut - www.cbyd.com/	- 800 922-4455
Delaware - www.missutility.net/delaware/	- 800 257-7777
Illinois - www.illinois1call.com/	- 800 892-0123
Iowa - www.iowaonecall.com/	- 800 292-8989
Kansas - www.kansasonecall.com/	- 800 344-7233
Minnesota - www.gopherstateonecall.org/	- 800 252-1166
Missouri - www.mo1call.com/	- 800 344-7483
Nebraska - www.ne-diggers.com/	- 800 331-5666
New Mexico - www.nmonecall.org/	- 800 321-2537
North Dakota - www.ndonecall.com/	- 800 795-0555
Oklahoma - www.callokie.com/	- 800 522-6543
South Dakota - www.sdonecall.com/index.asp	- 800 781-7474
Texas - www.texasonecall.com/	- 800 245-4545
Wisconsin - www.diggershotline.com/	- 800 242-8511
Wyoming - www.onecallofwyoming.com/	- 800 849-2476

Alternatively, the National One-Call number – (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

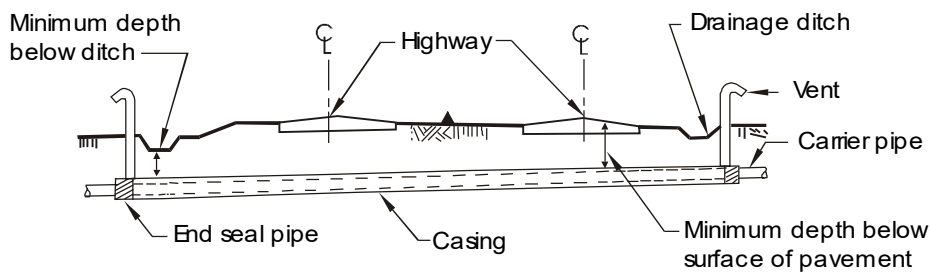
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3. **Excavation Plan Approval.** Owner shall submit to Magellan for its approval plans for any proposed excavation on Magellan's Easement Tract. No excavation on Magellan's Easement Tract shall be commenced until Owner has secured Magellan's written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).
4. **Magellan Representative On-Site for Excavation.** A Magellan representative must be on-site when an excavation is occurring on Magellan's Easement Tract (*see provision "2" under "A. General" beginning on page 1*).
5. **Removal of Side-Cutting Teeth from Equipment.** Side-cutting teeth shall be removed from buckets of excavating equipment.
6. **Parallel Excavating Required.** When, in preparation for crossing any pipeline on Magellan's Easement Tract with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate the pipelines by use of mechanical means. Owner must perform such locating activity by excavating parallel to each of the pipelines with such mechanical means, but shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (*see next provision*).
7. **Exposing Pipeline by Hand.** Excavating within 2 feet of any pipeline on Magellan's Easement Tract shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any pipeline.

RAILROAD AND HIGHWAY CROSSINGS

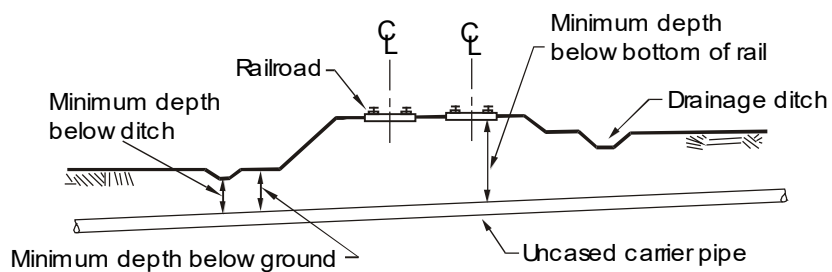


CASED RAILROAD CROSSING
FIGURE 1

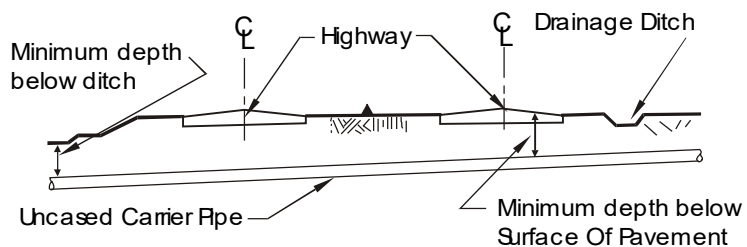


CASED HIGHWAY CROSSING
FIGURE 2

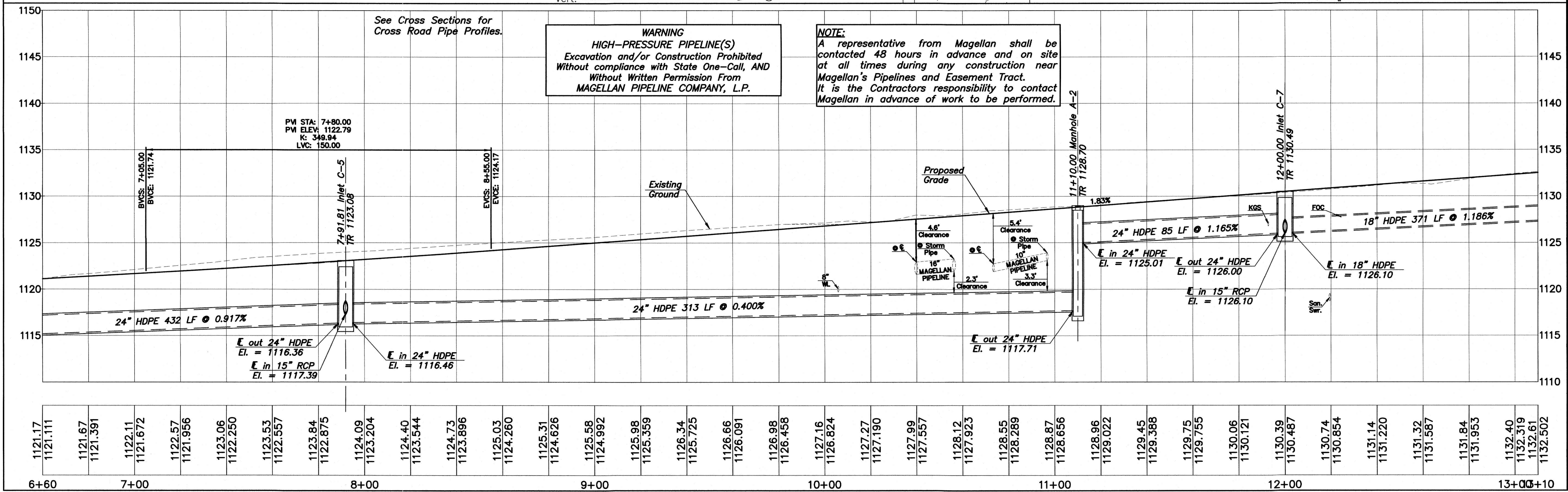
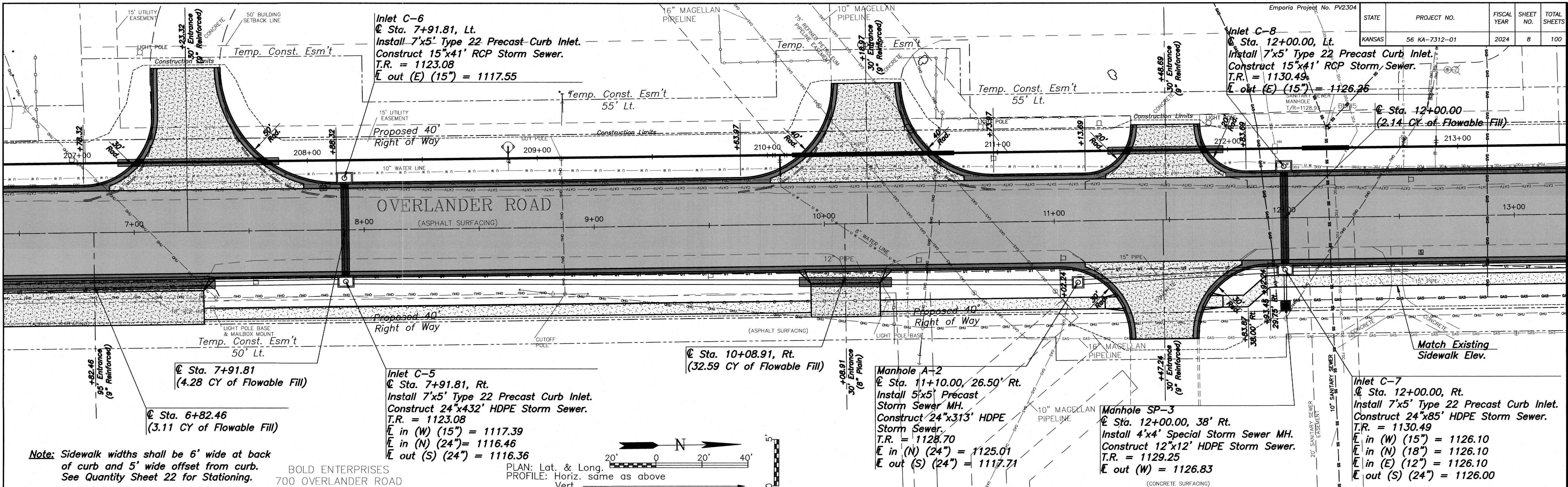
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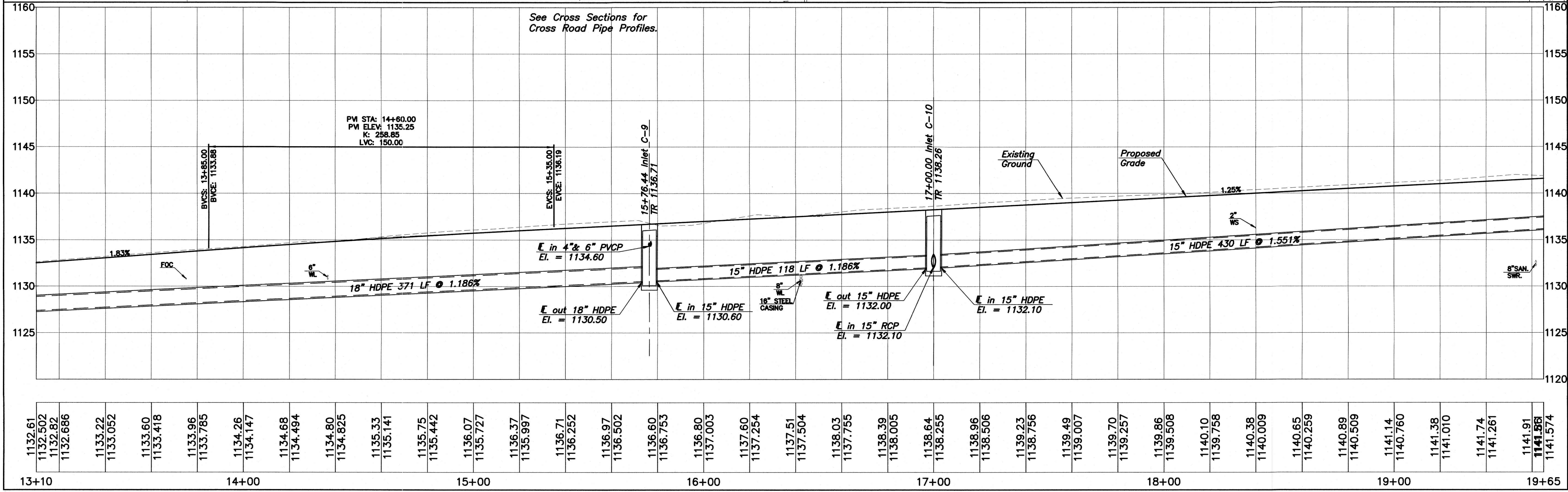
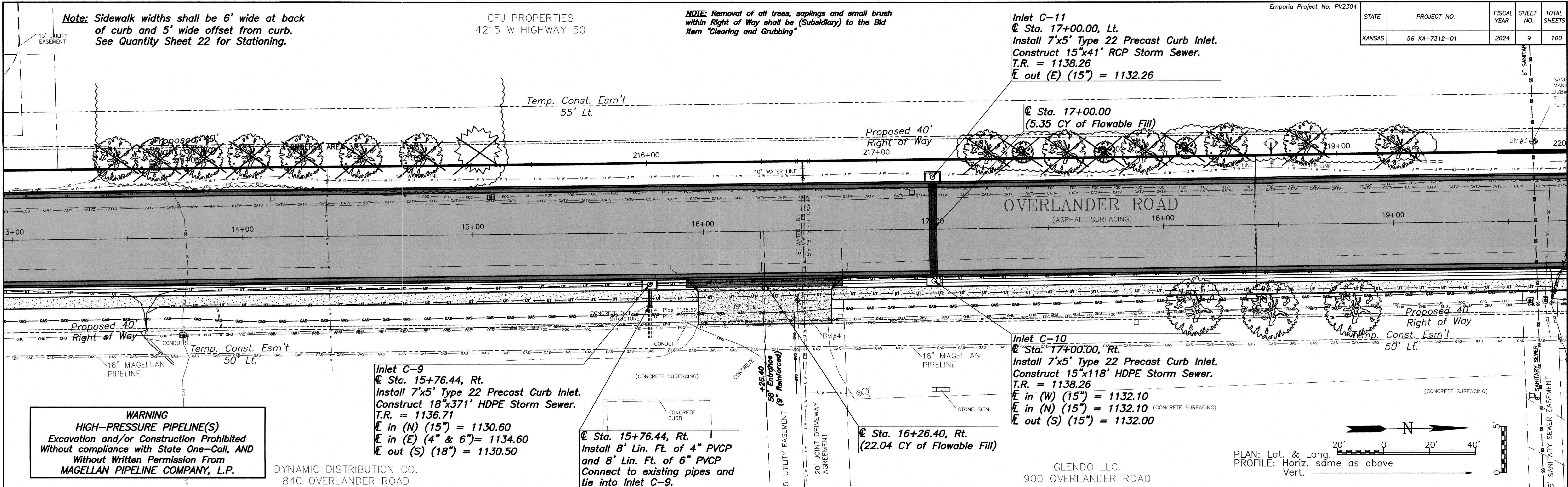


UNCASED RAILROAD CROSSING
FIGURE 3



UNCASED HIGHWAY CROSSING
FIGURE 4





CFJ PROPERTIES
4215 W HIGHWAY 50

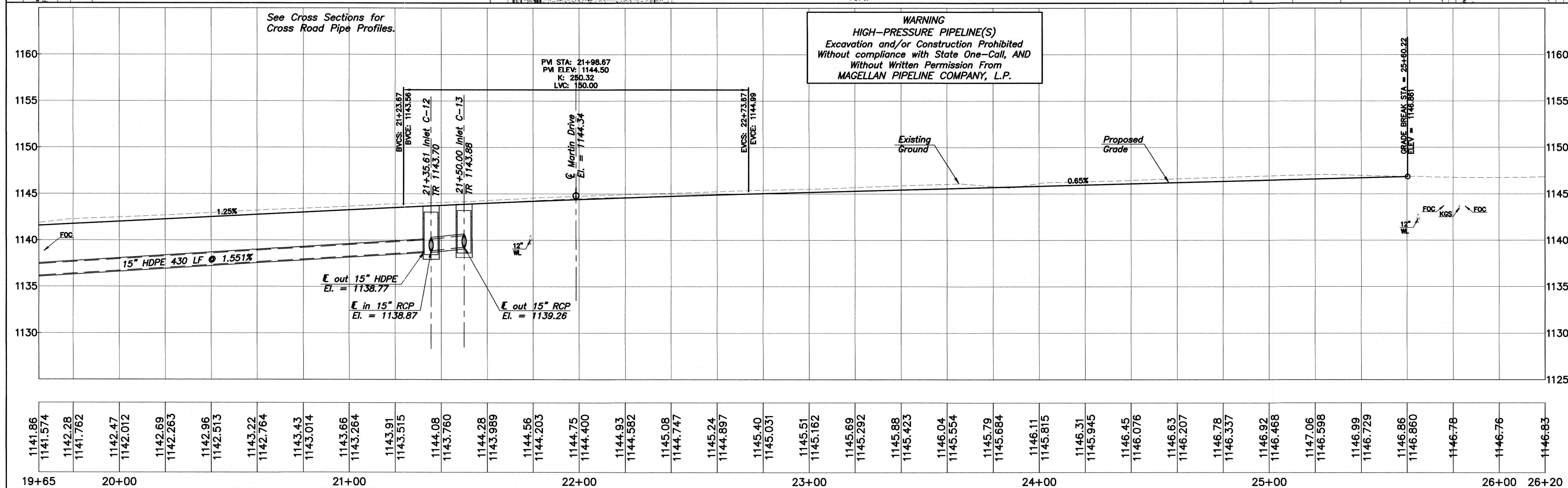
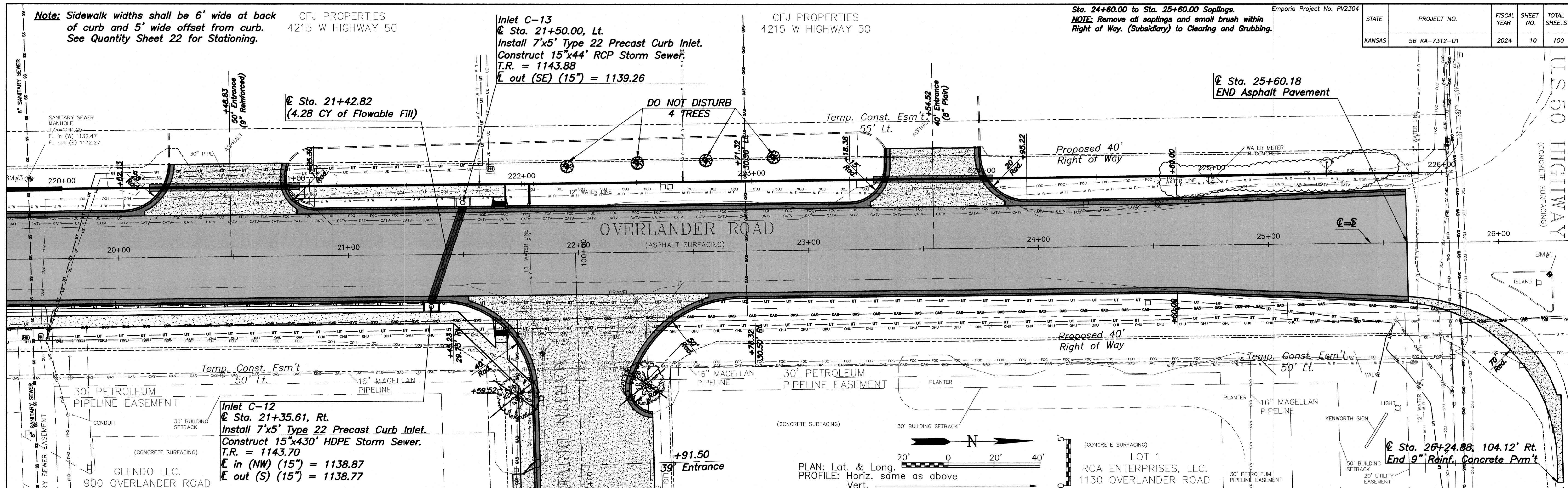
Inlet C-13
 @ Sta. 21+50.00, Lt.
 Install 7'x5' Type 22 Precast Curb Inlet.
 Construct 15"x44' RCP Storm Sewer.
 T.R. = 1143.88
 E out (SE) (15") = 1139.26

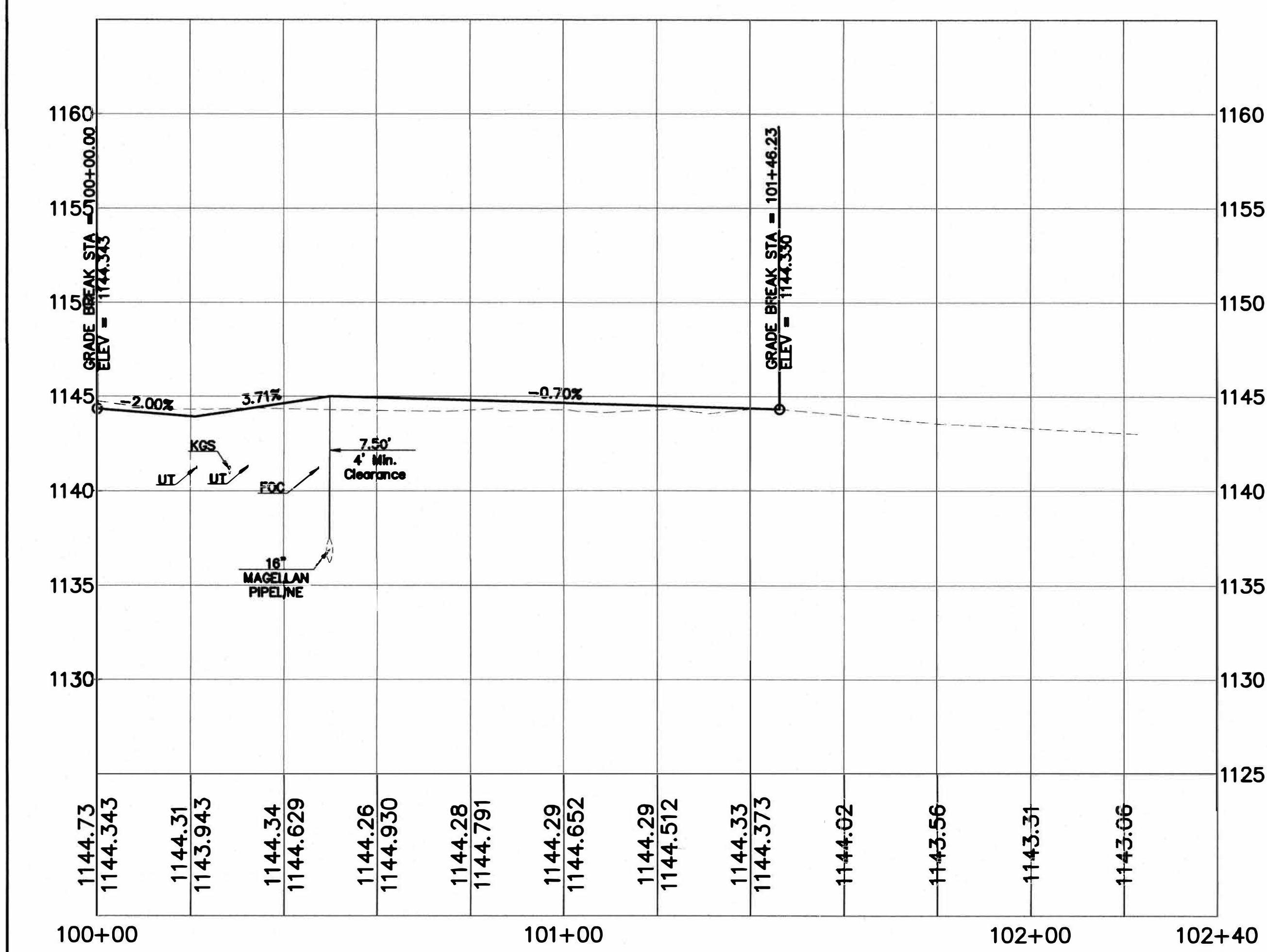
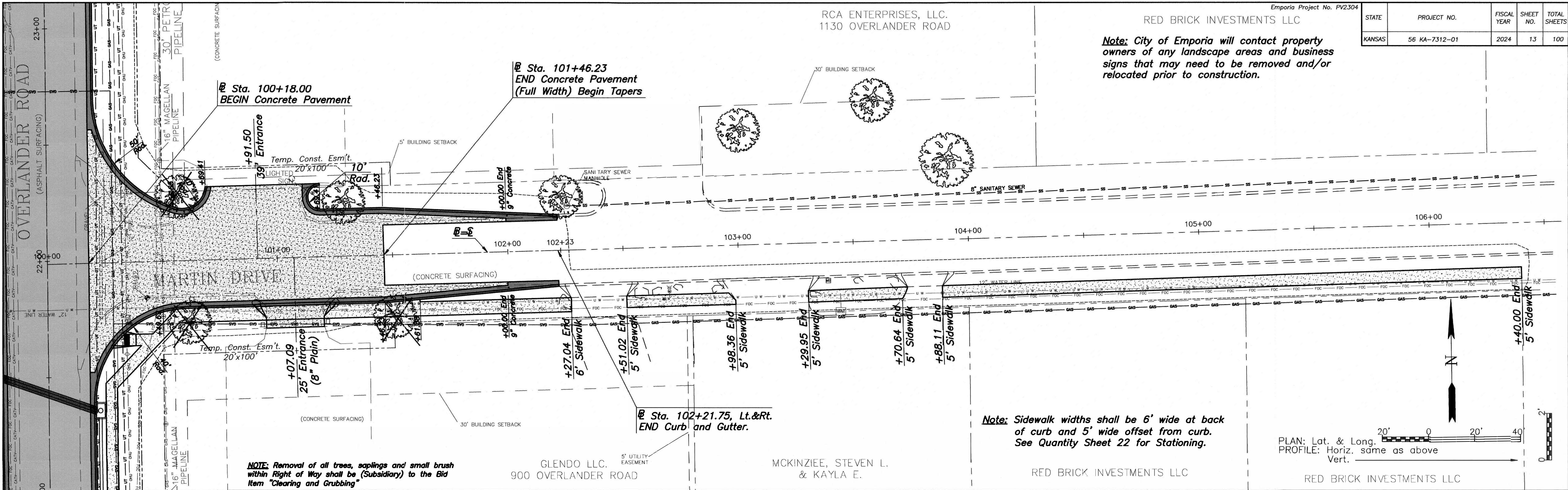
CFJ PROPERTIES
4215 W HIGHWAY 50

Sta. 24+60.00 to Sta. 25+60.00 Saplings.
NOTE: Remove all saplings and small brush within
Right of Way. (Subsidiary) to Clearing and Grubbing.

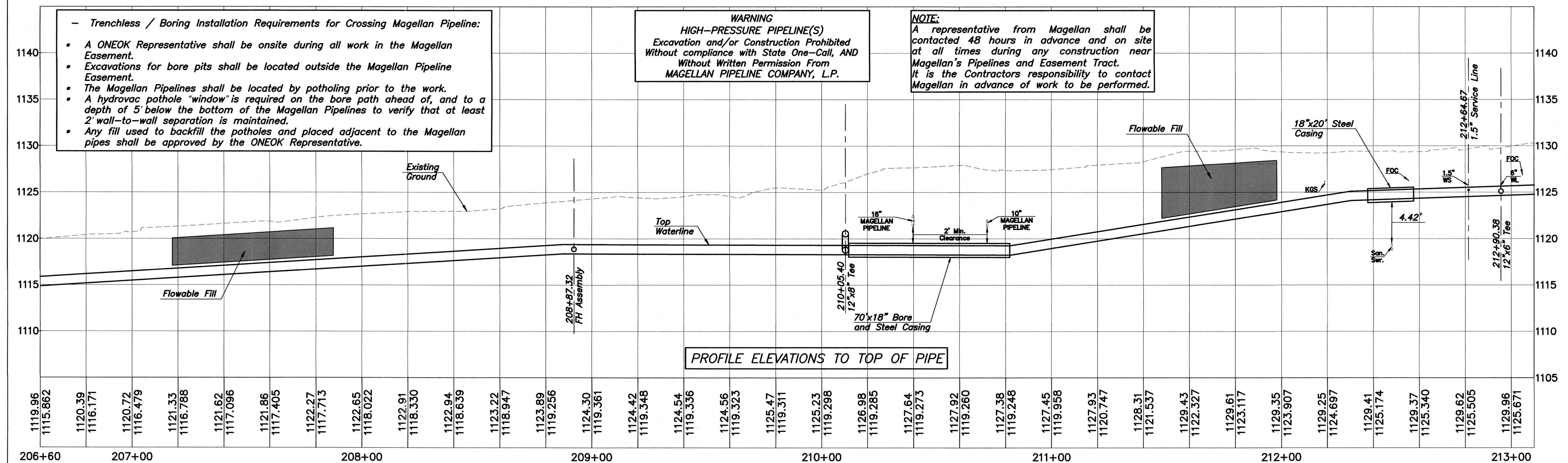
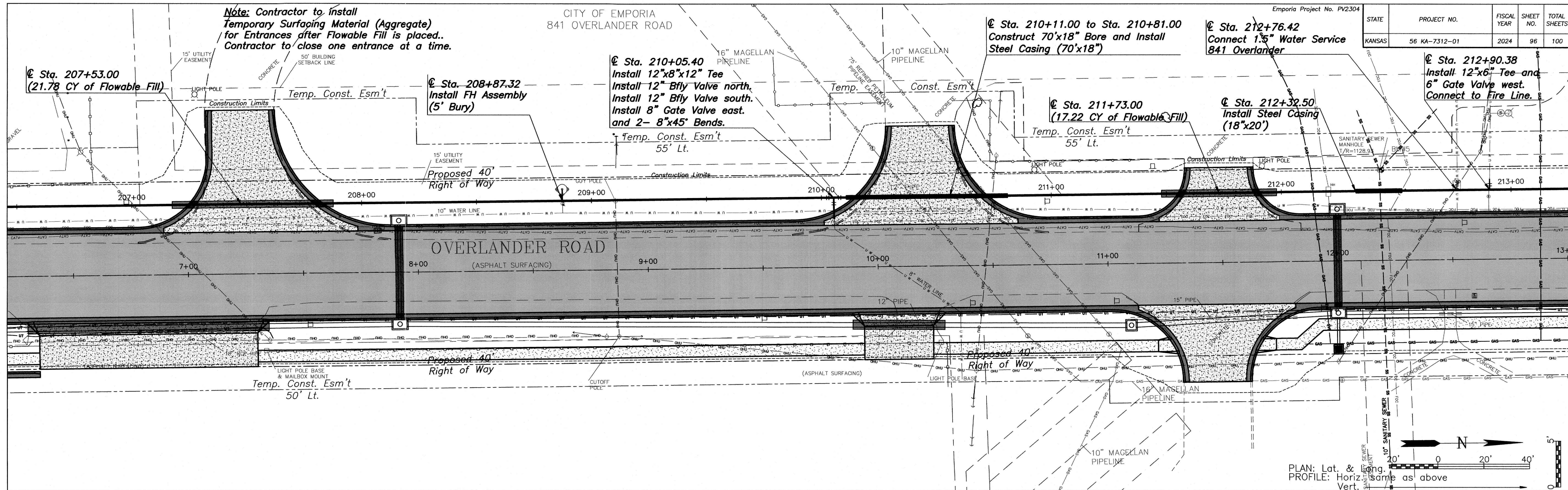
Emporia Project No. PV2304

STATE	PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	56 KA-7312-01	2024	10	100



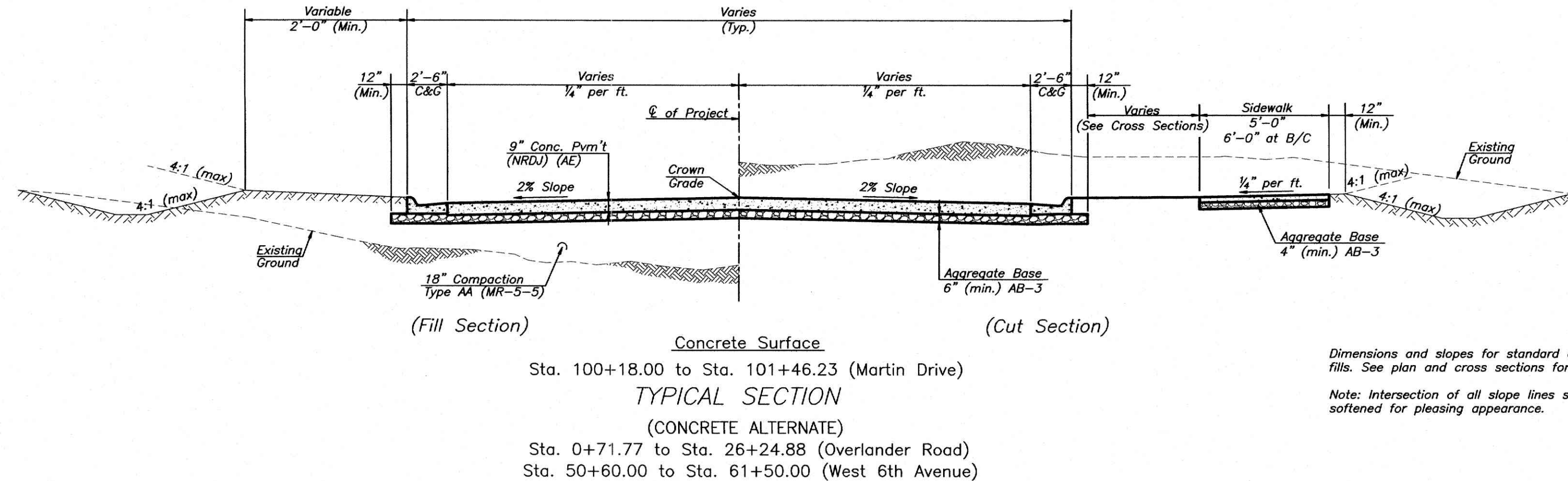
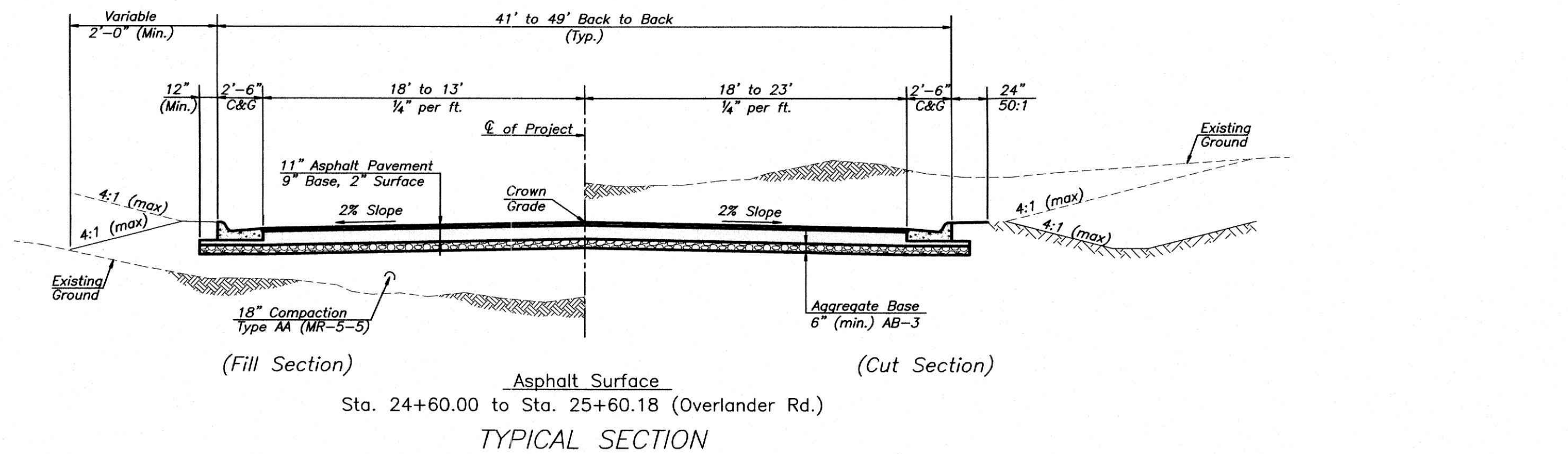
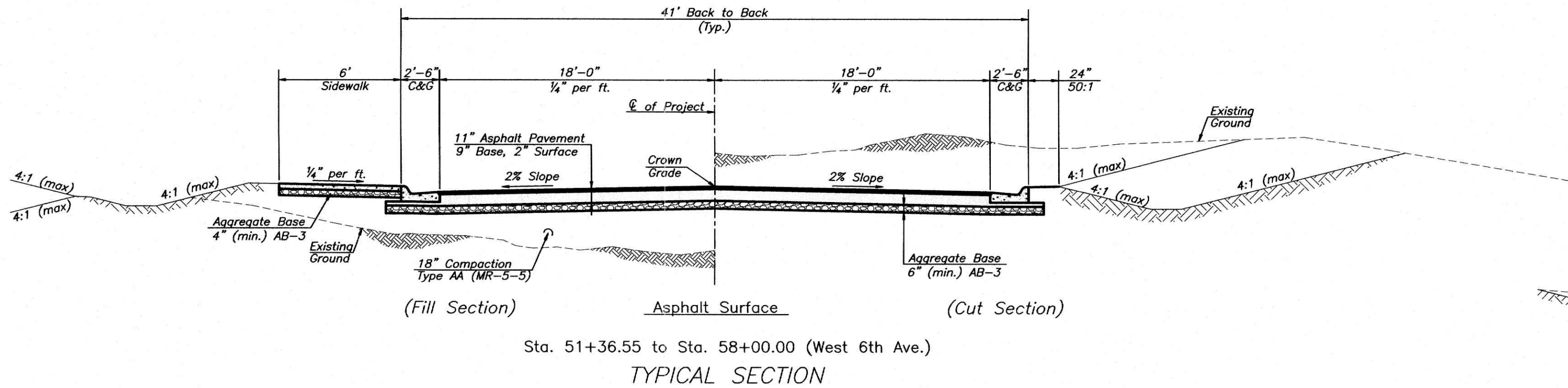
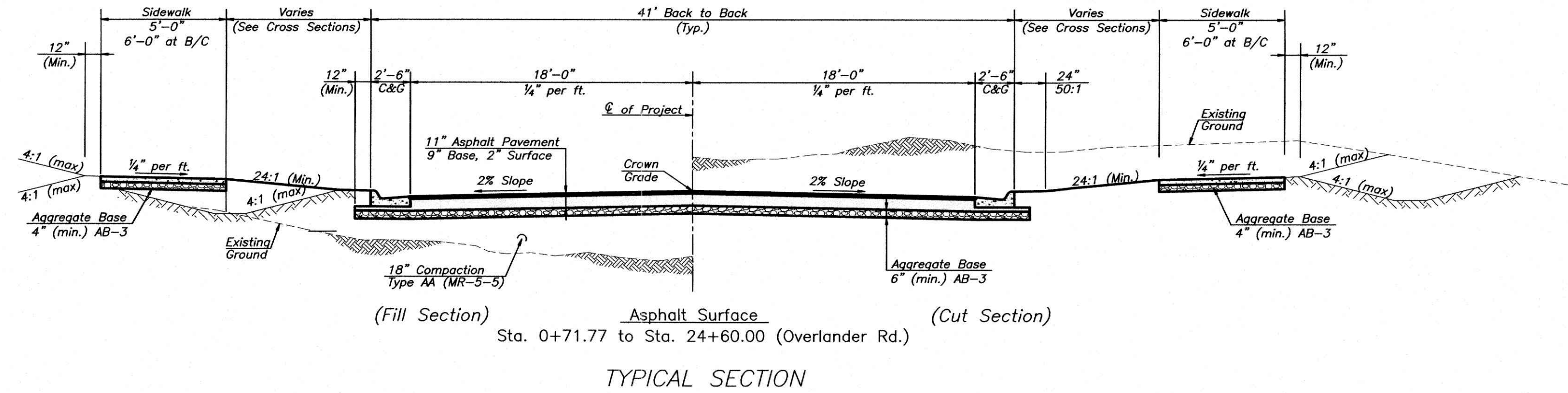


WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with State One-Call, AND
Without Written Permission From
MAGELLAN PIPELINE COMPANY, L.P.

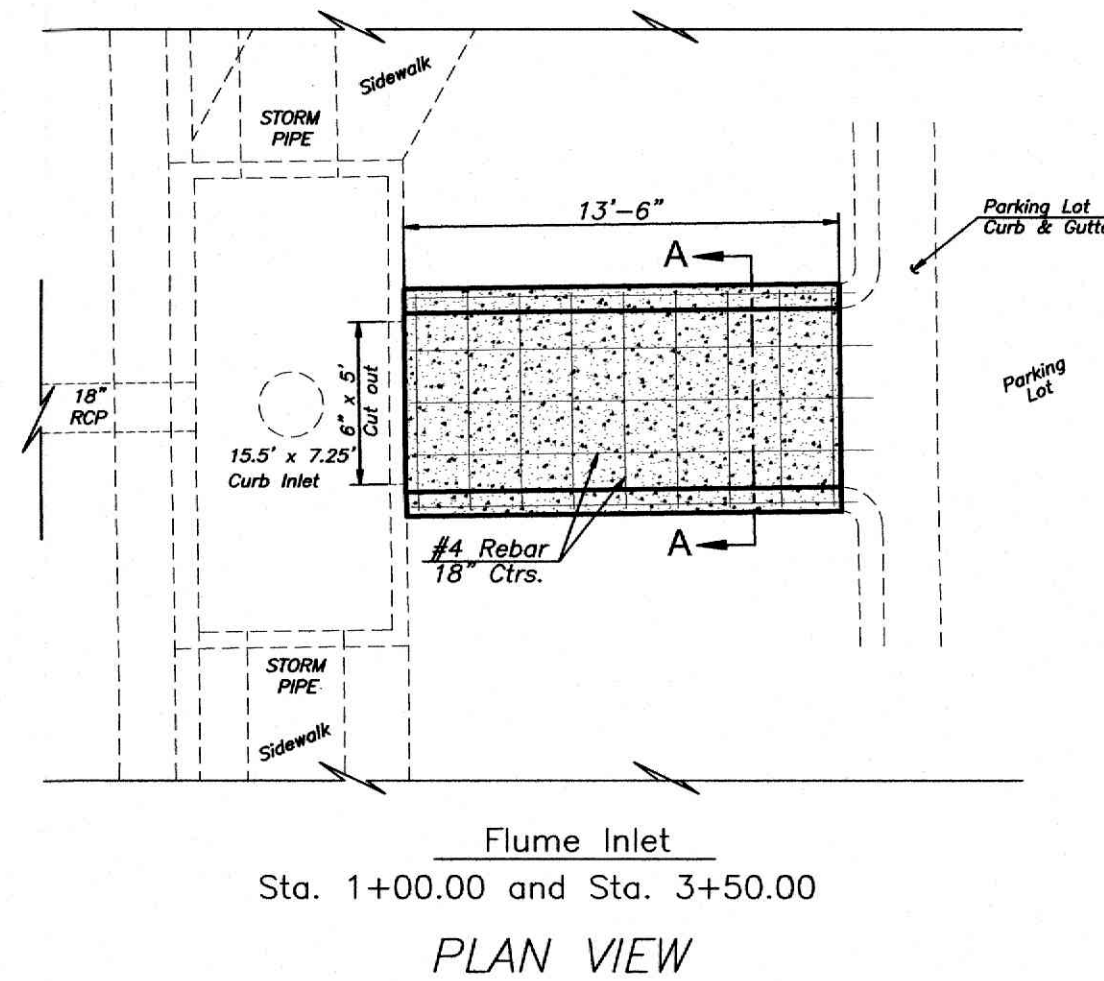
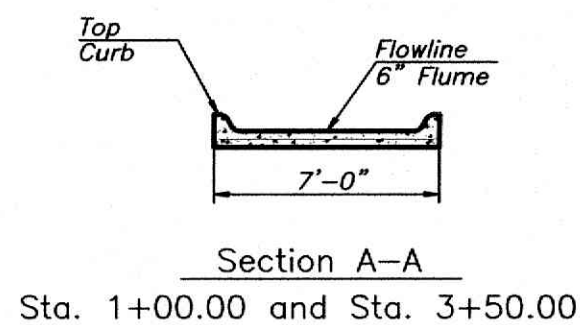
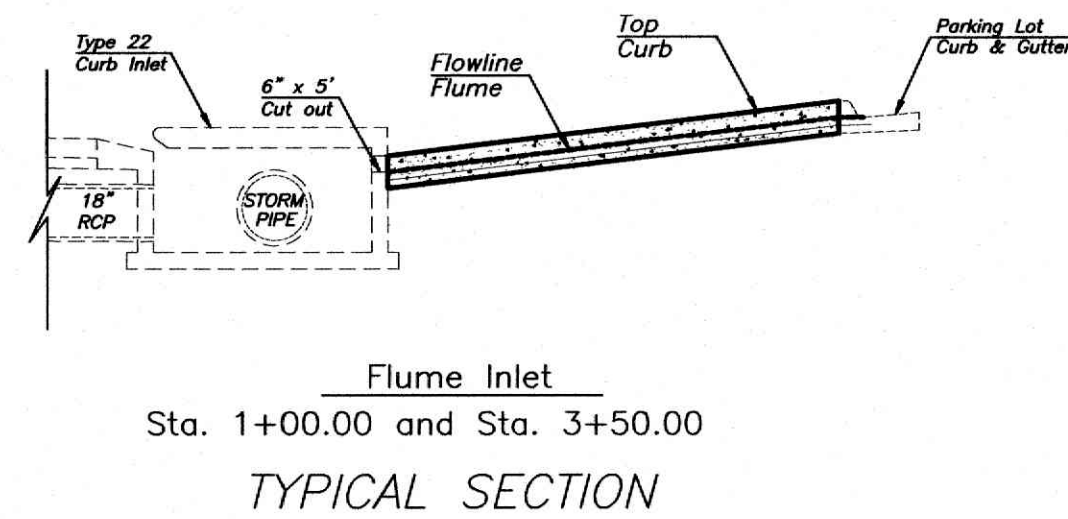
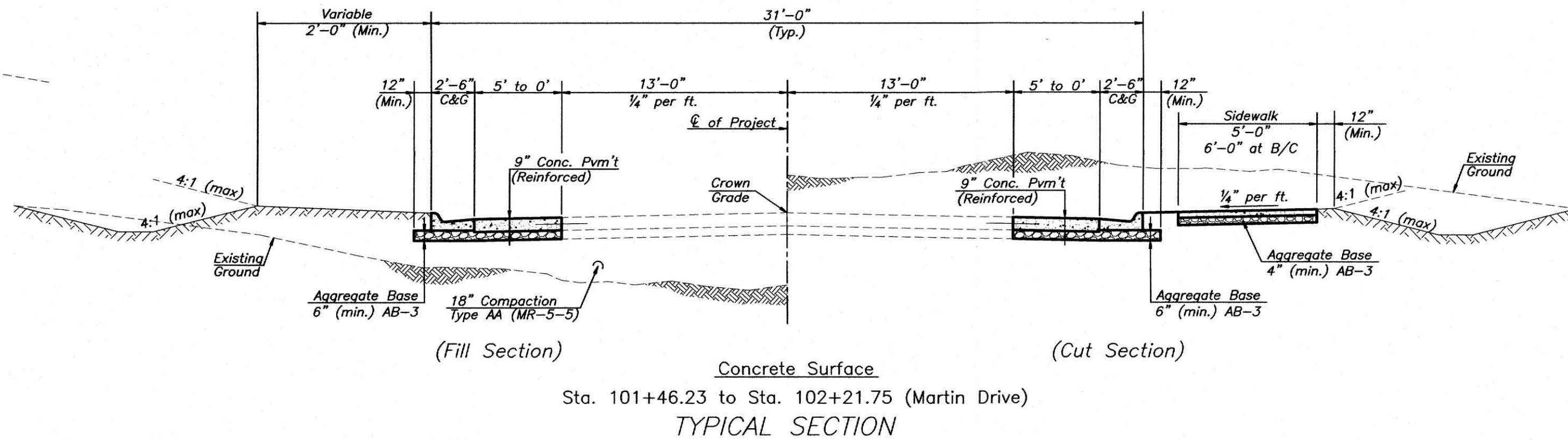
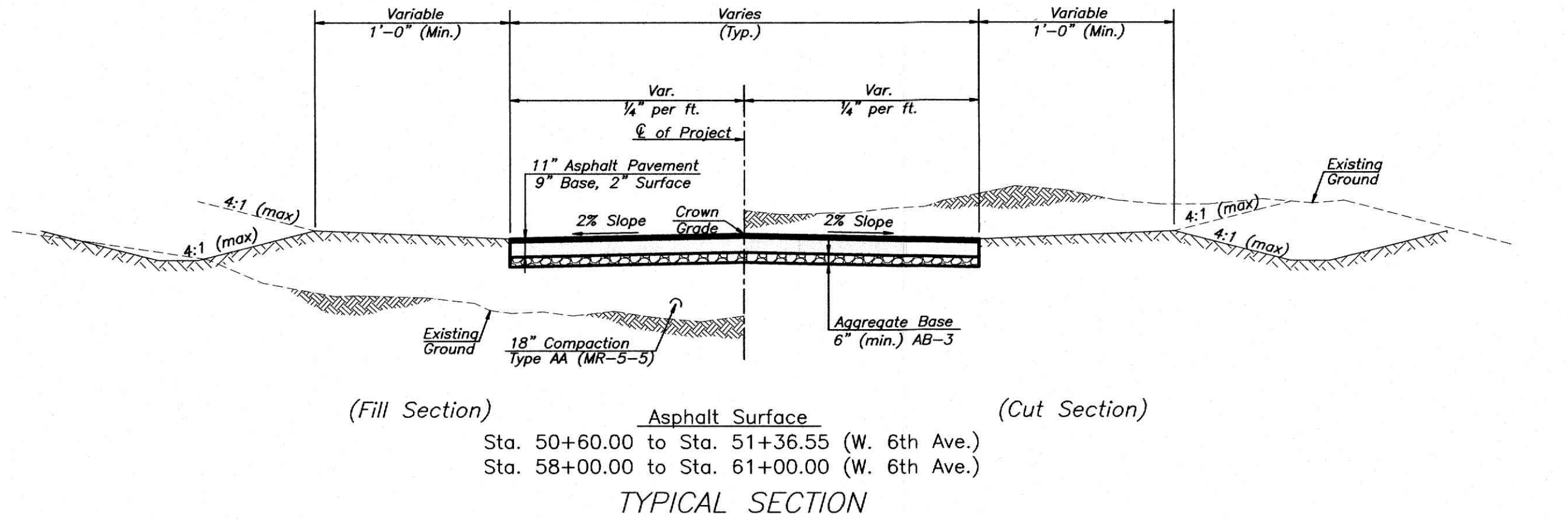


Guide to designer: Use this sheet when subgrading in rock or shale is not required.
See Soils and Geology Reports for additional plan notes.

Plotted 28-MAR-2018 12:55
Drawn By : jacob.lawhorn
File : working_rtd600.dgn



Dimensions and slopes for standard ditches and fills. See plan and cross sections for variations.
Note: Intersection of all slope lines shall be softened for pleasing appearance.



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	56 KA-7312-01	2024	2	100

Emporia Project No. PV2304

NO.	DATE	REVISIONS	BY	APP'D
21	1-25-13	Removed Slope, Pymt. Edge	S.W.K.	J.O.B.
20	5-20-09	8:1/6:1 over 10' fill mound ent./sd.rd.	S.W.K.	J.O.B.
19	11-10-04	Changed slope labels to percent	S.W.K.	J.O.B.
18	5-10-00	Rev. Ditch Plug Slope 10:1	R.J.S.	J.O.B.

KANSAS DEPARTMENT OF TRANSPORTATION			
TYPICAL SECTION GRADING & SURFACING			
RD600			
DESIGNED	5-21-2013	APP'D. James O. Brewer	
DESIGN CK.	DETAIL CK.	QUAN CK.	TRACE CK. W.L.H.

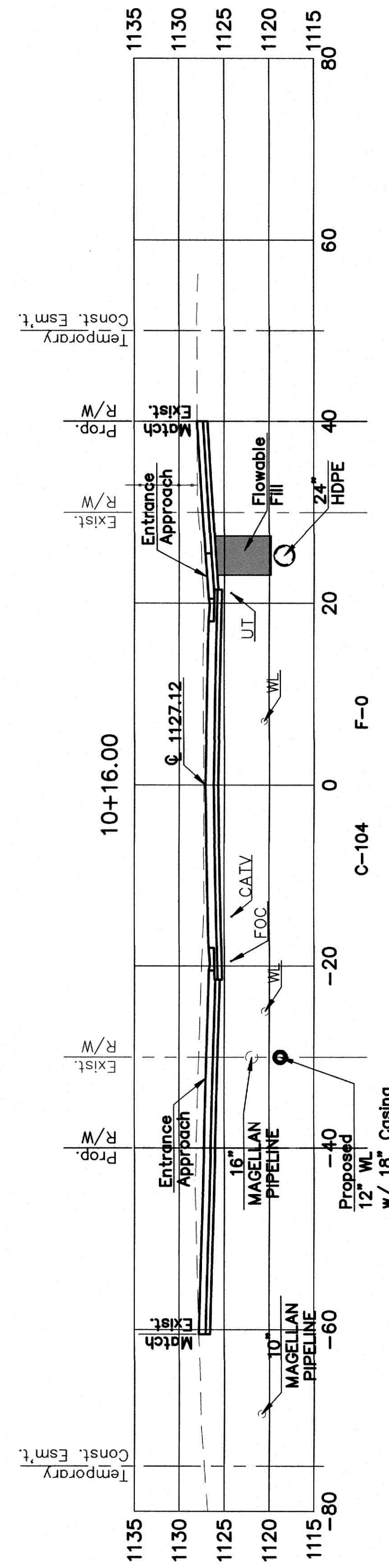
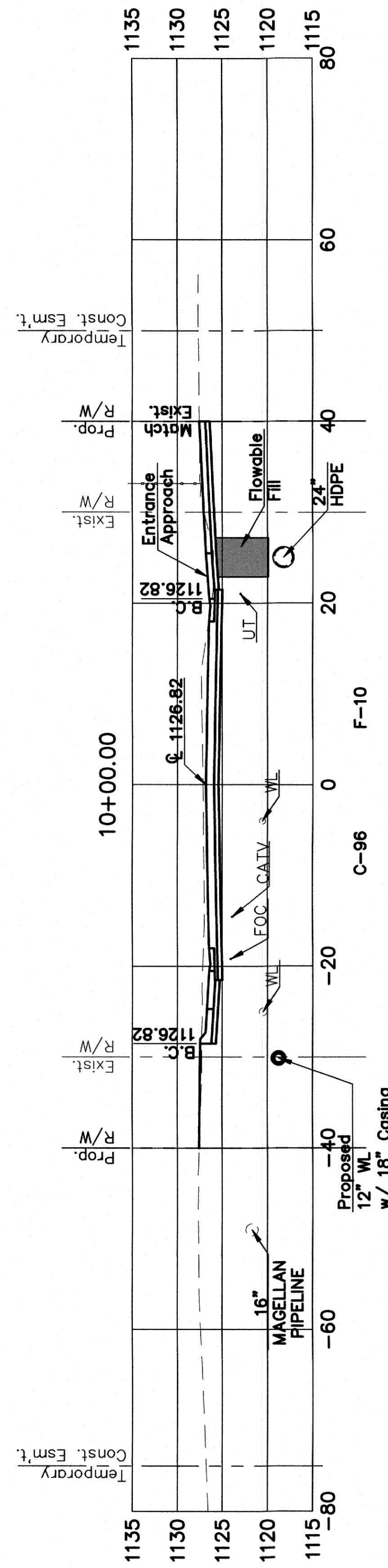
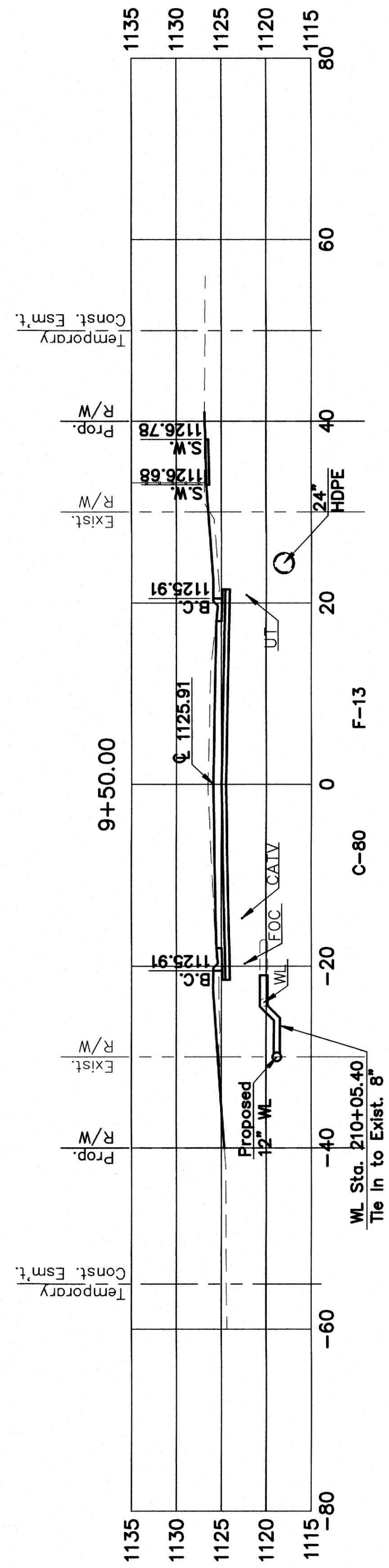
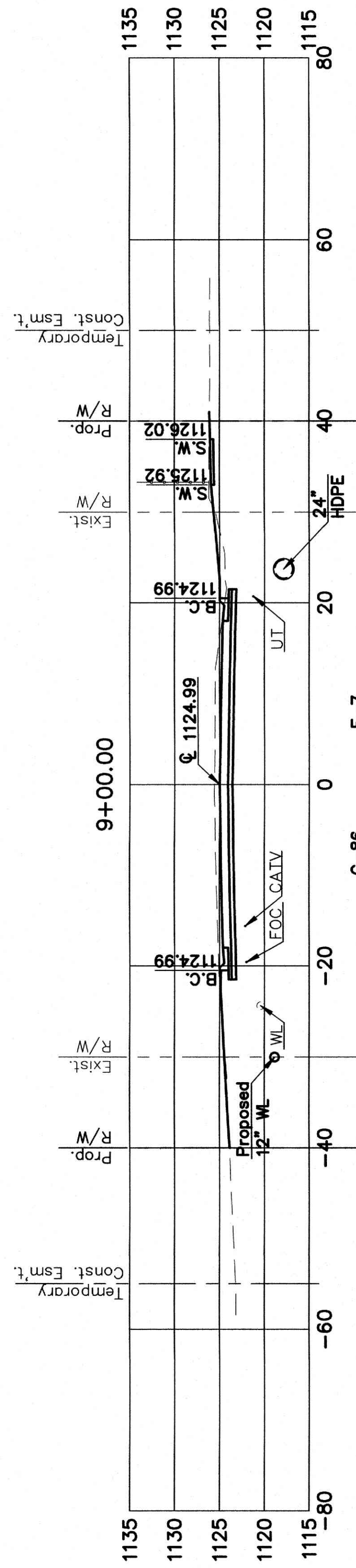
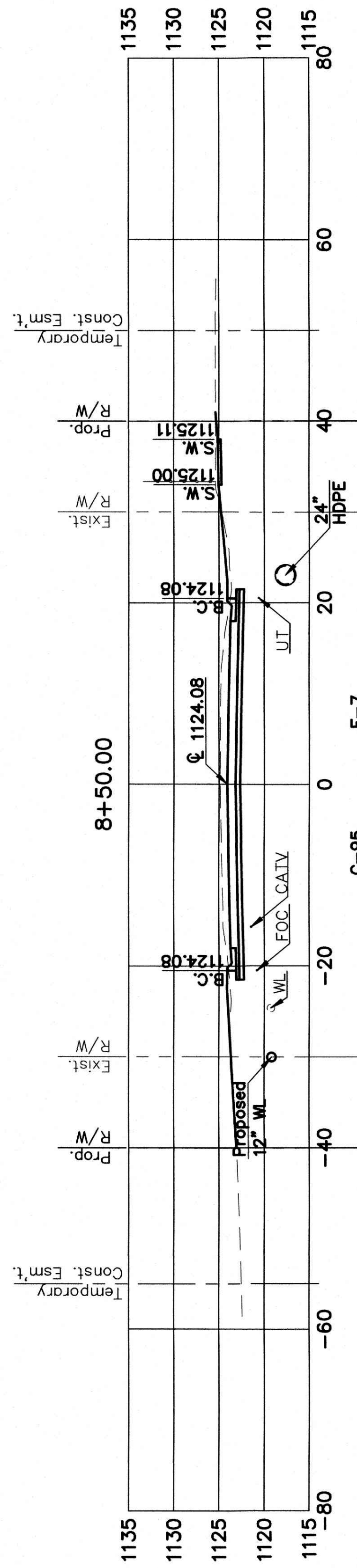
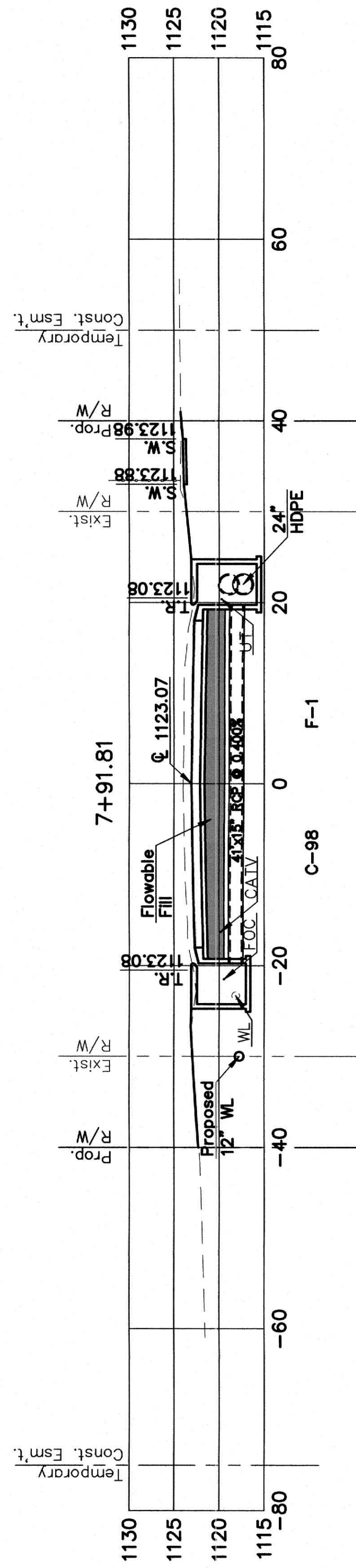
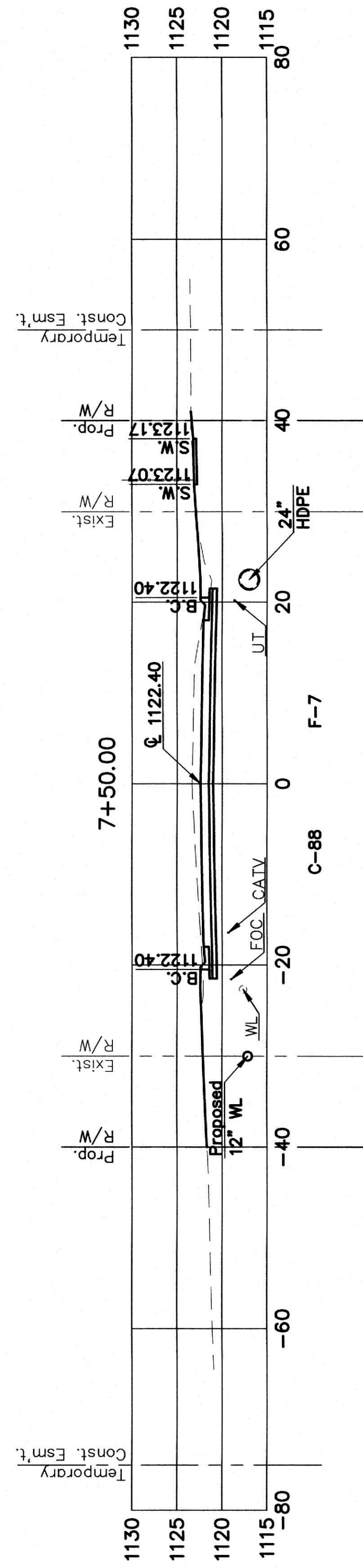
KDOT Graphics Certified 03-28-2018

KDOT Graphics Certified

Overlander Road Cross Sections
Sta. 7+50.00 to Sta. 10+16.00

State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	83	100

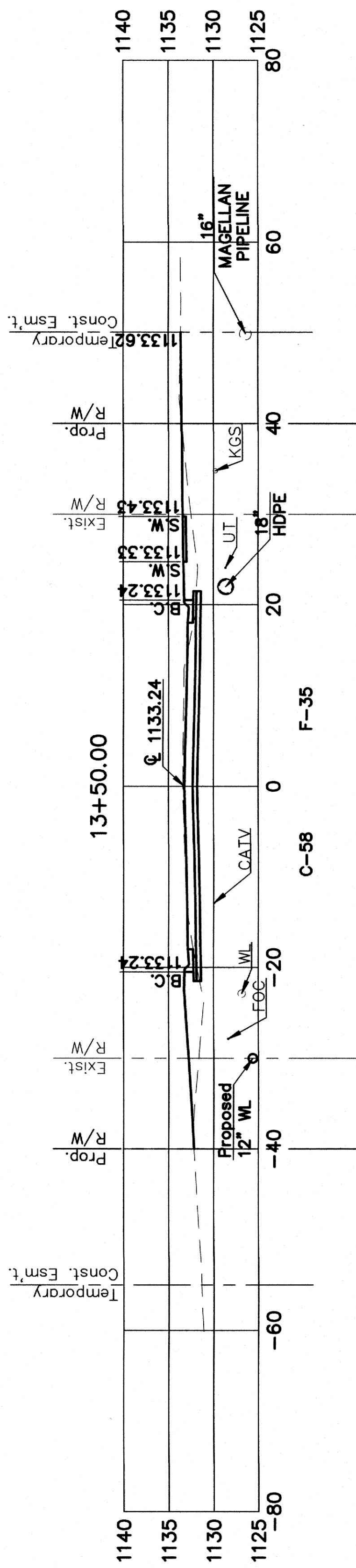
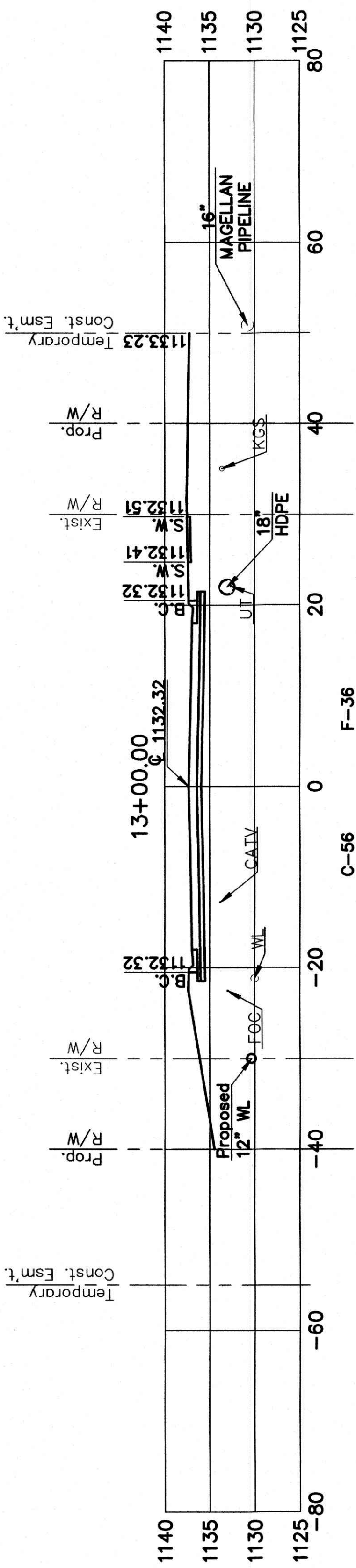
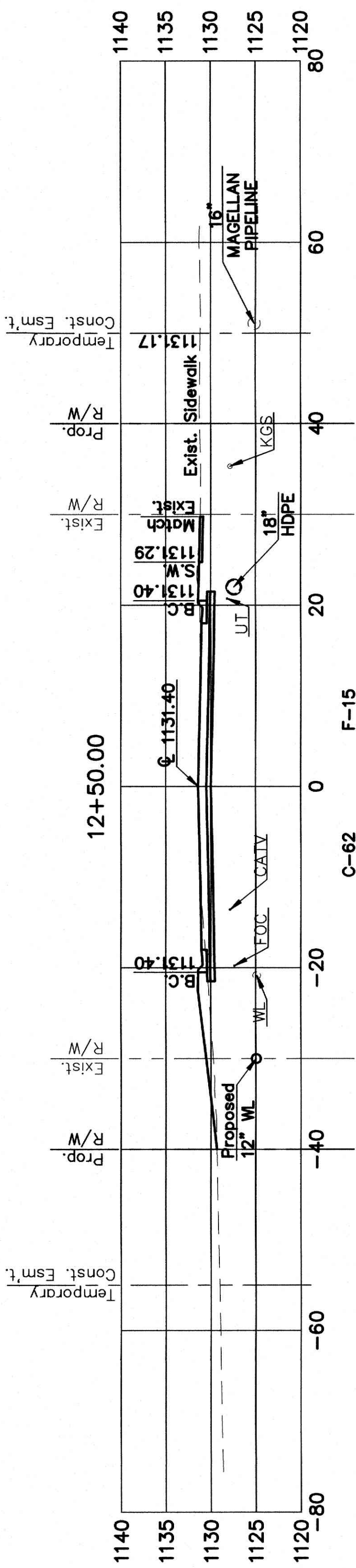
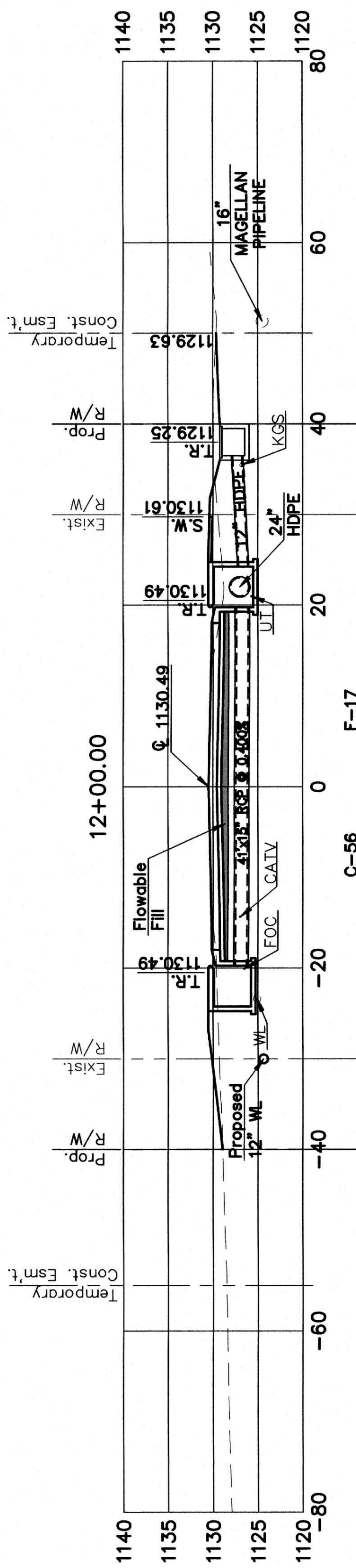
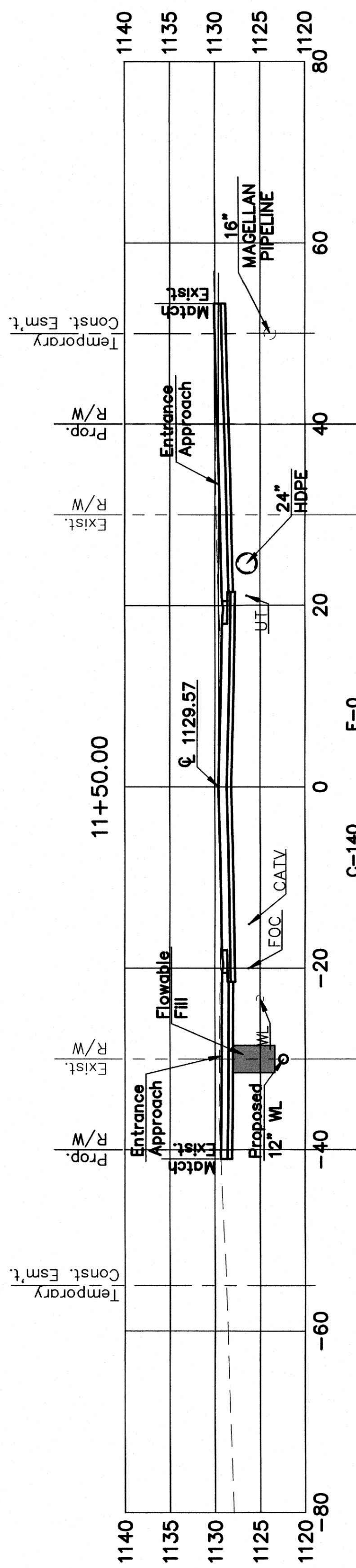
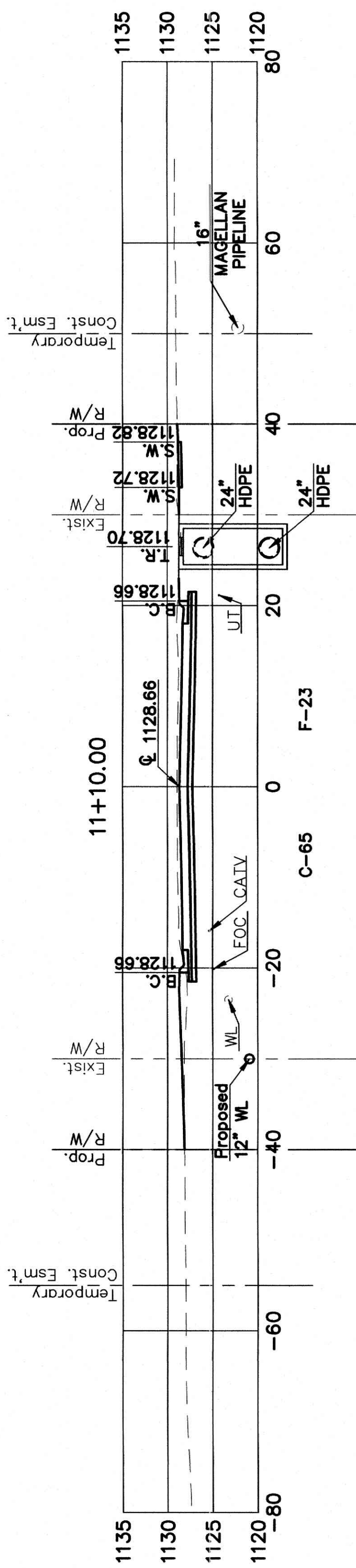
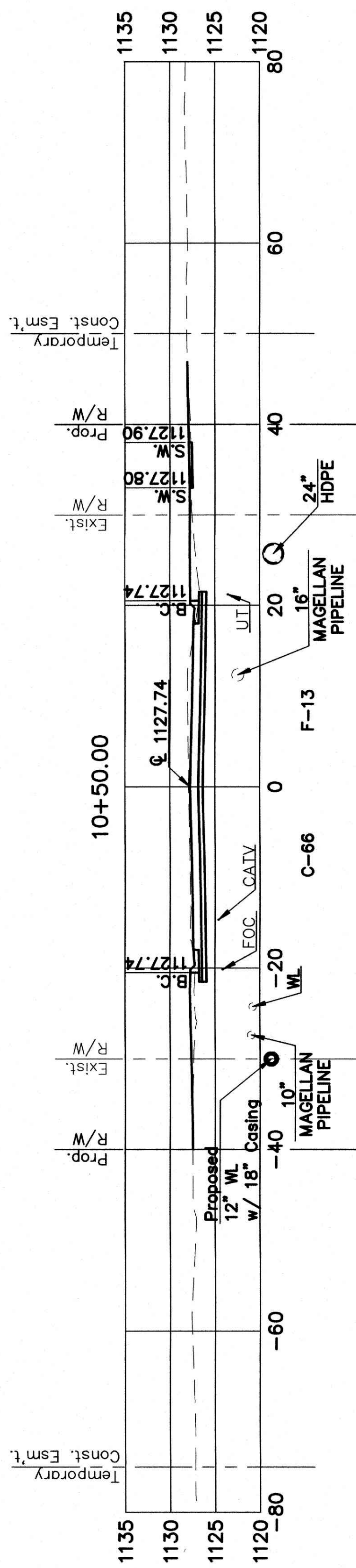
Emporia Project No. PV2304



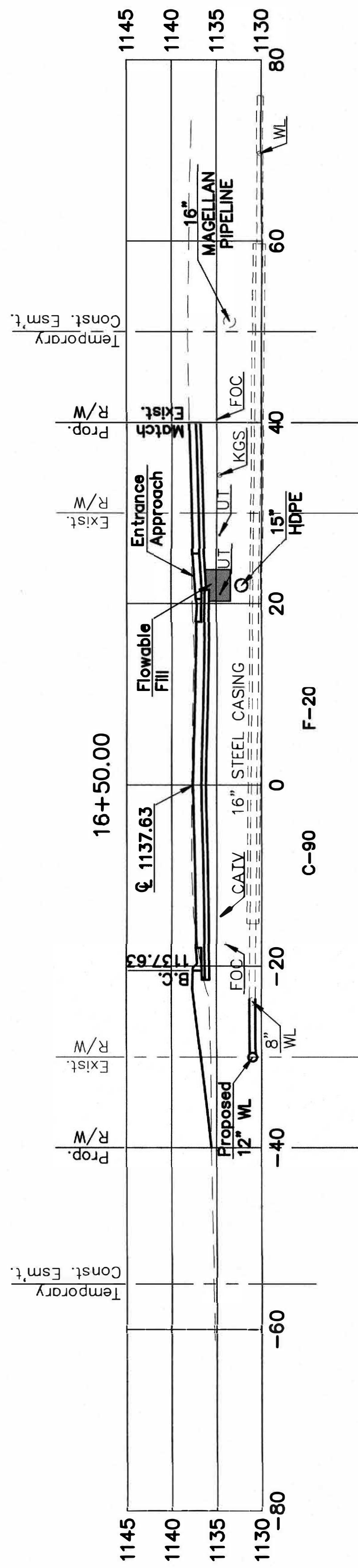
Overlander Road Cross Sections
Sta. 10+50.00 to Sta. 13+50.00

State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	84	100

Emporia Project No. PV2304



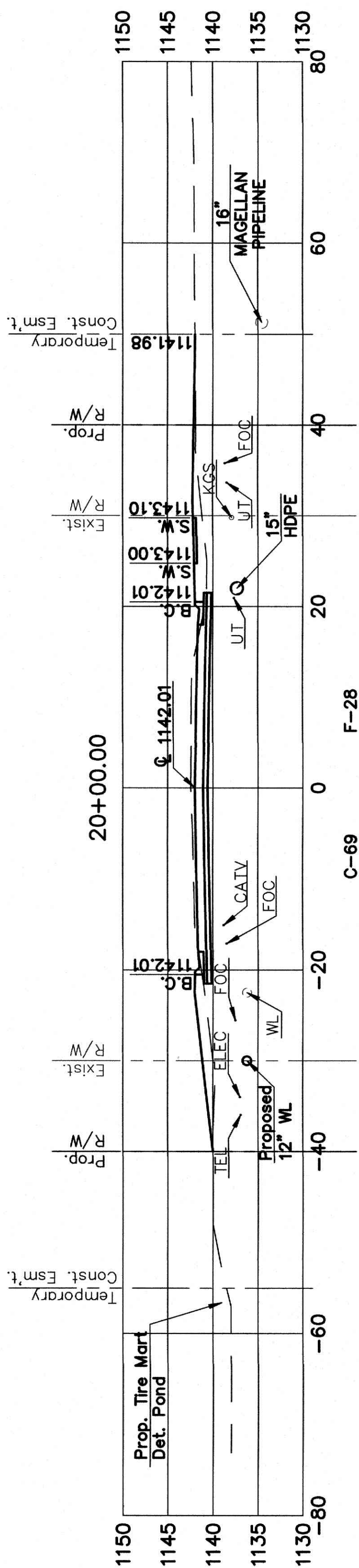
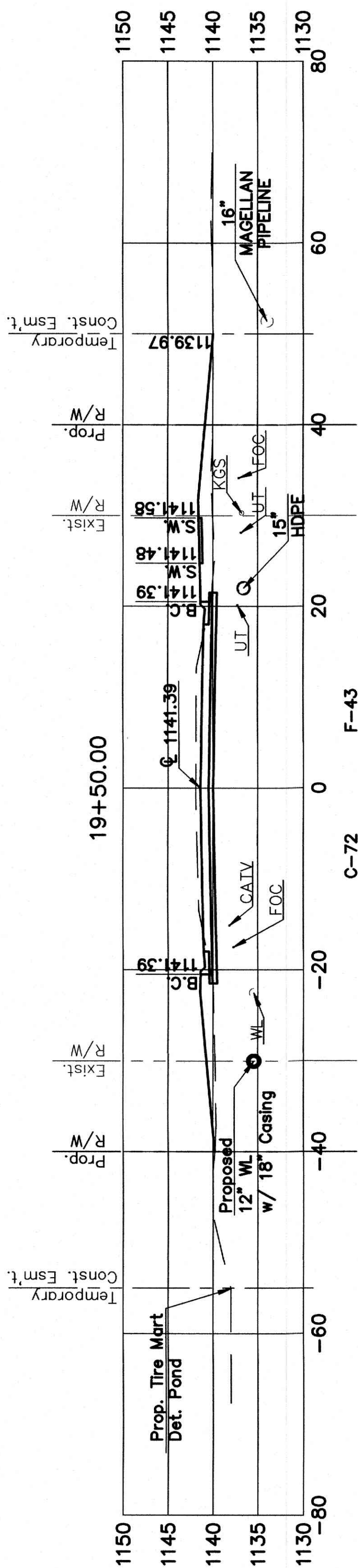
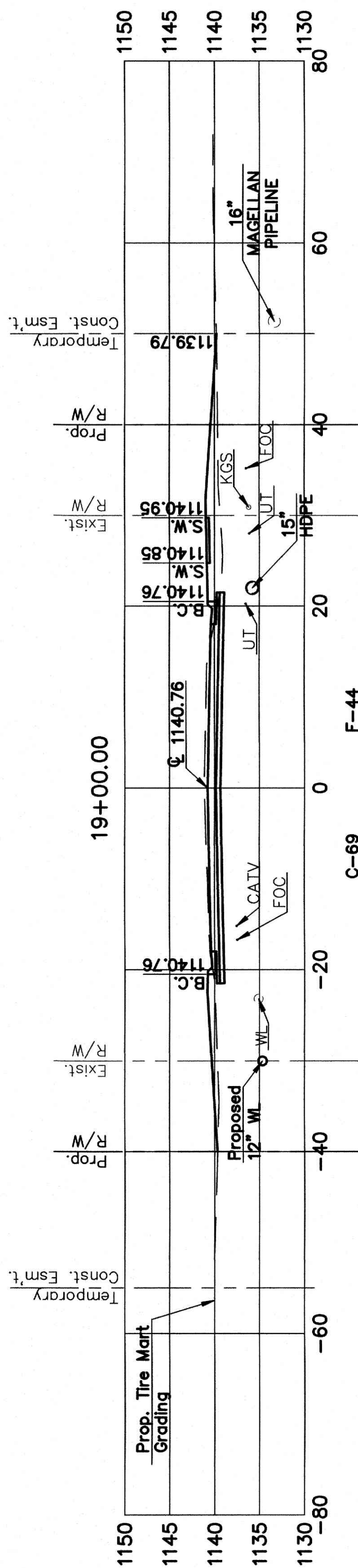
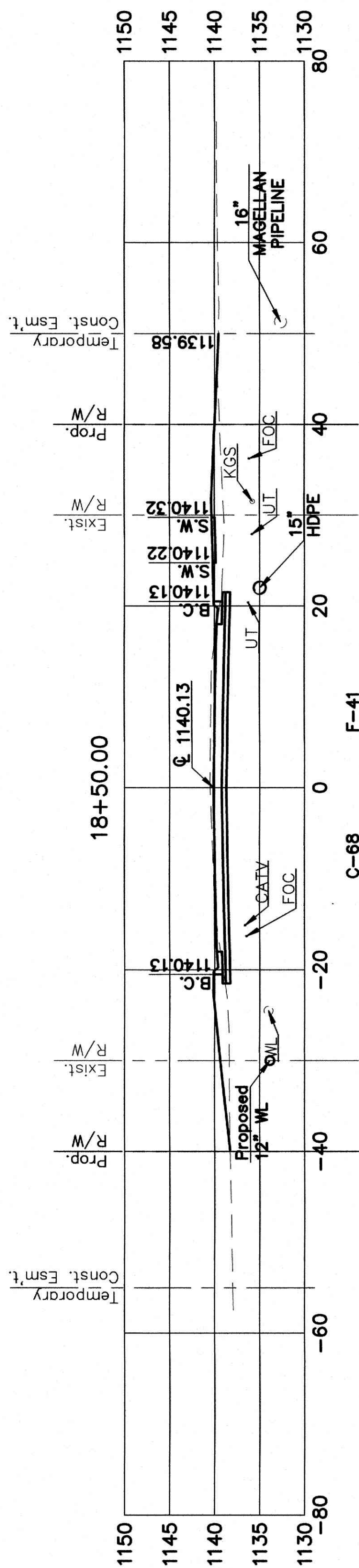
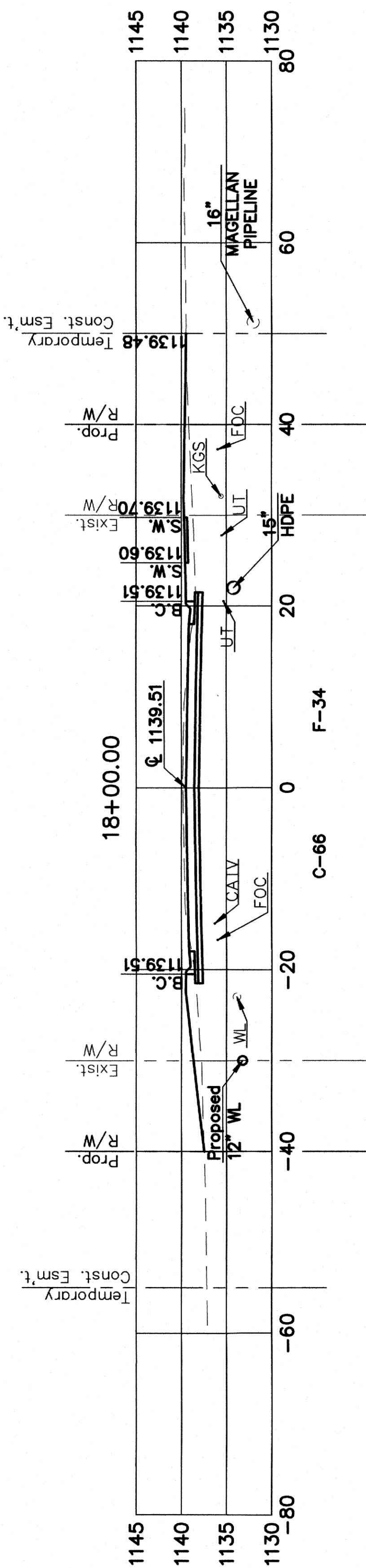
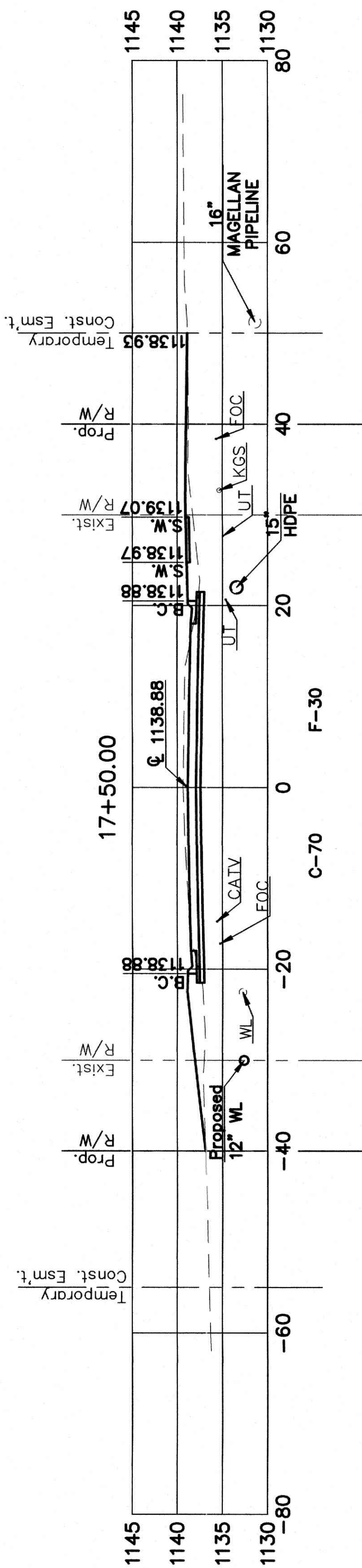
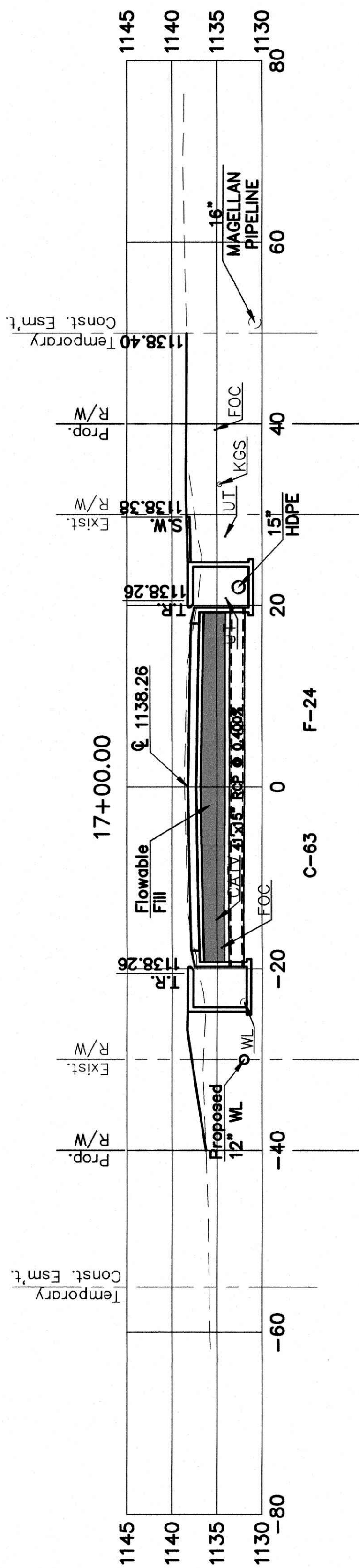
Emporia Project No. PV2304



Overlander Road Cross Sections
Sta. 17+00.00 to Sta. 20+00.00

State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	86	100

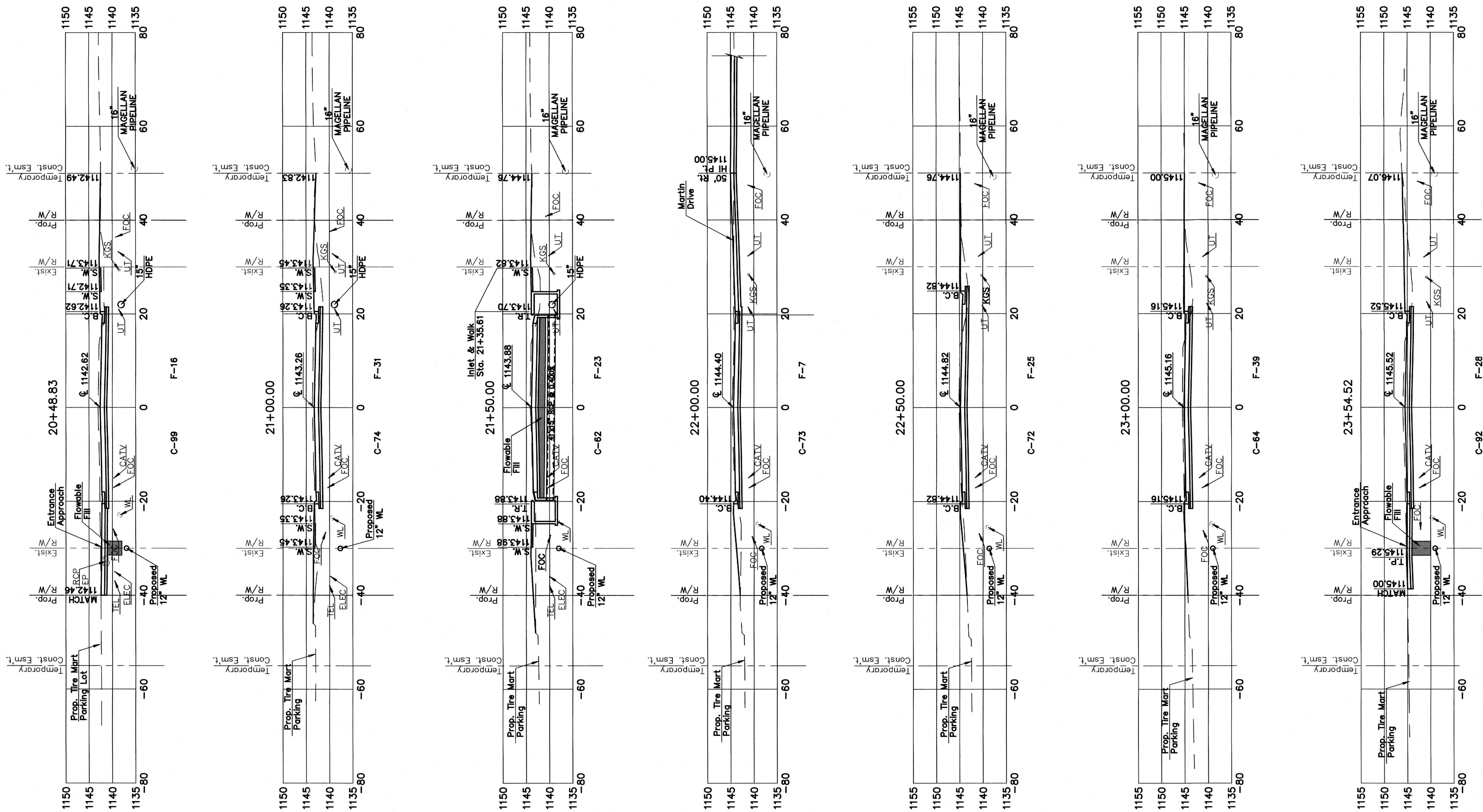
Emporia Project No. PV2304



Overlander Road Cross Sections
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State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	87	100

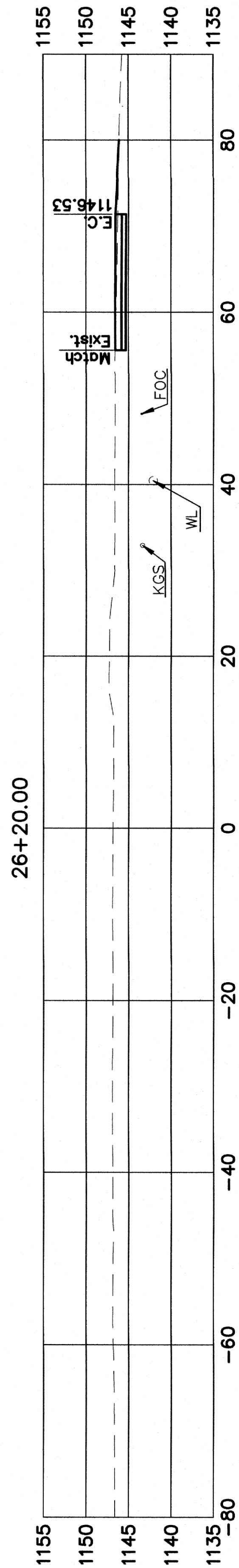
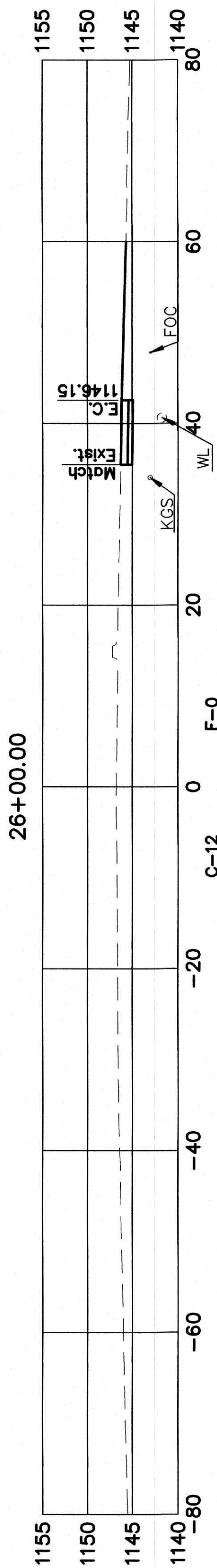
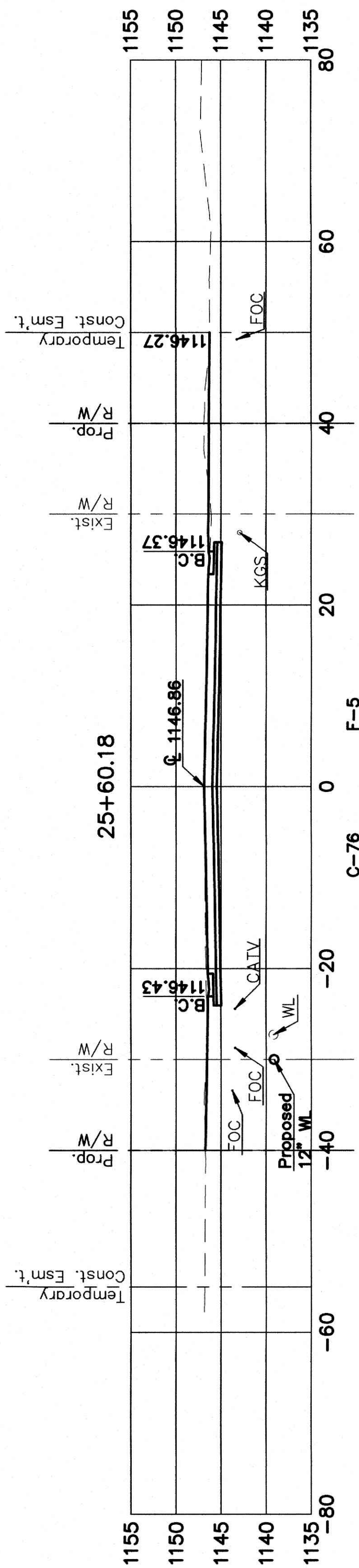
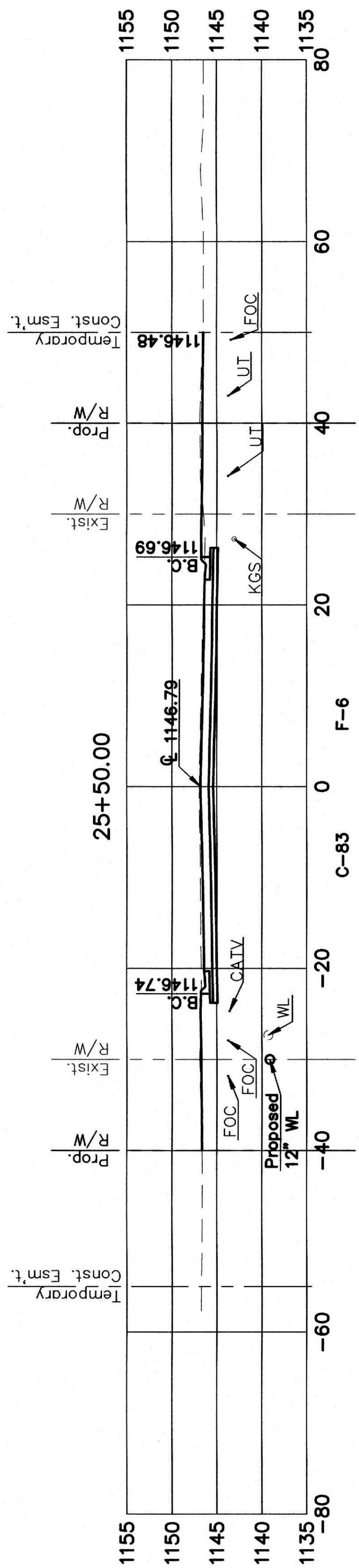
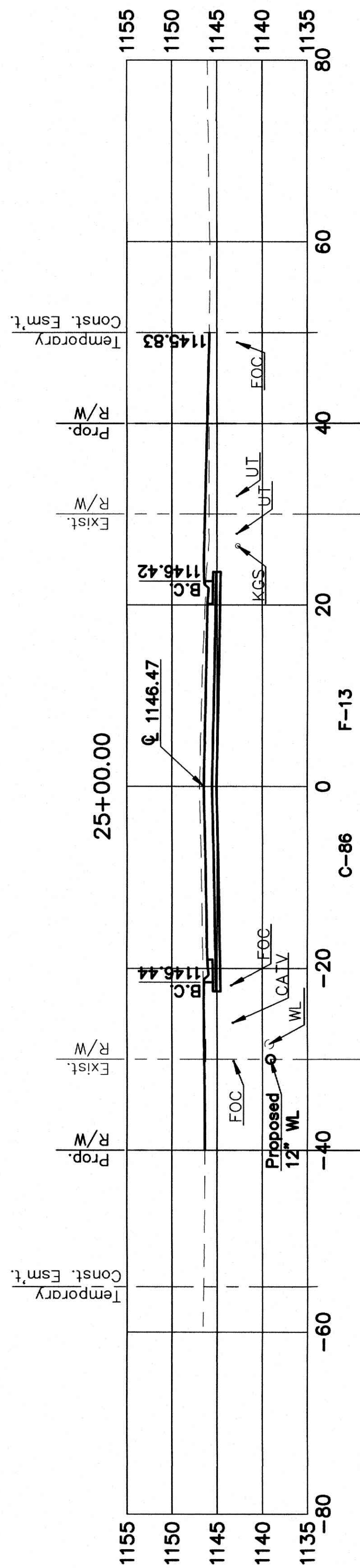
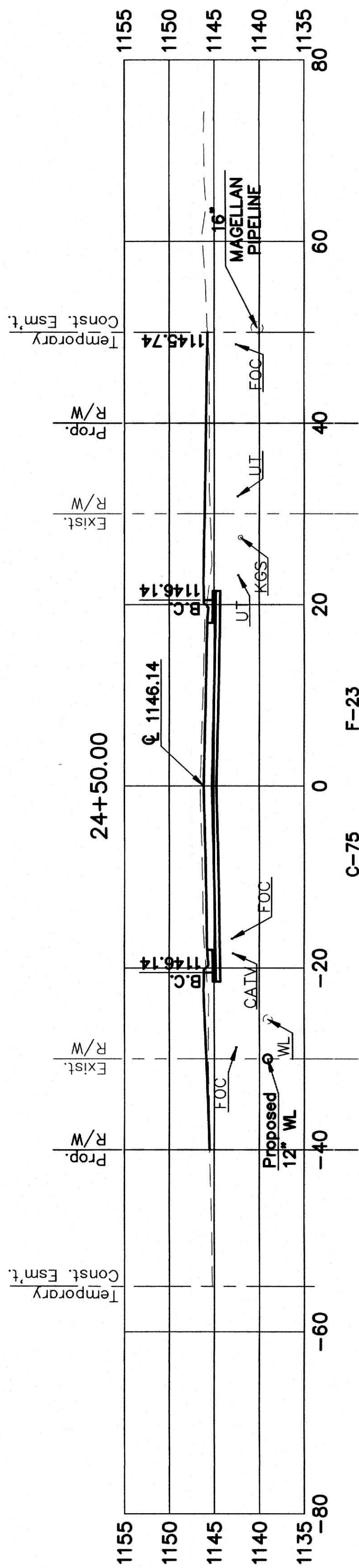
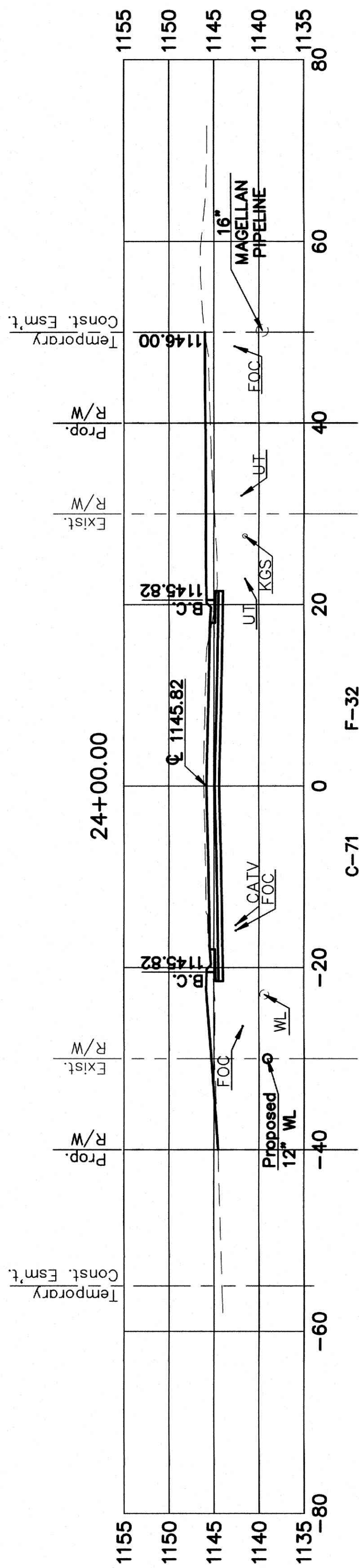
Emporia Project No. PV2304



Overlander Road Cross Sections
Sta. 24+00.00 to Sta. 26+20.00

State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	88	100

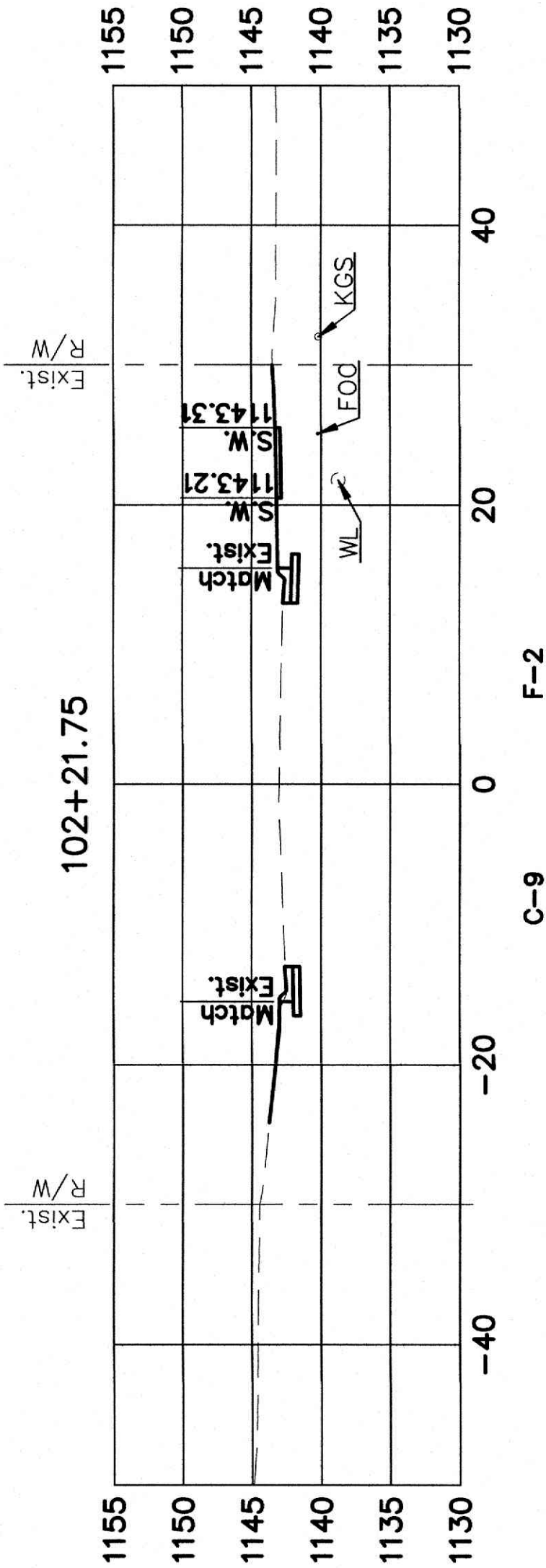
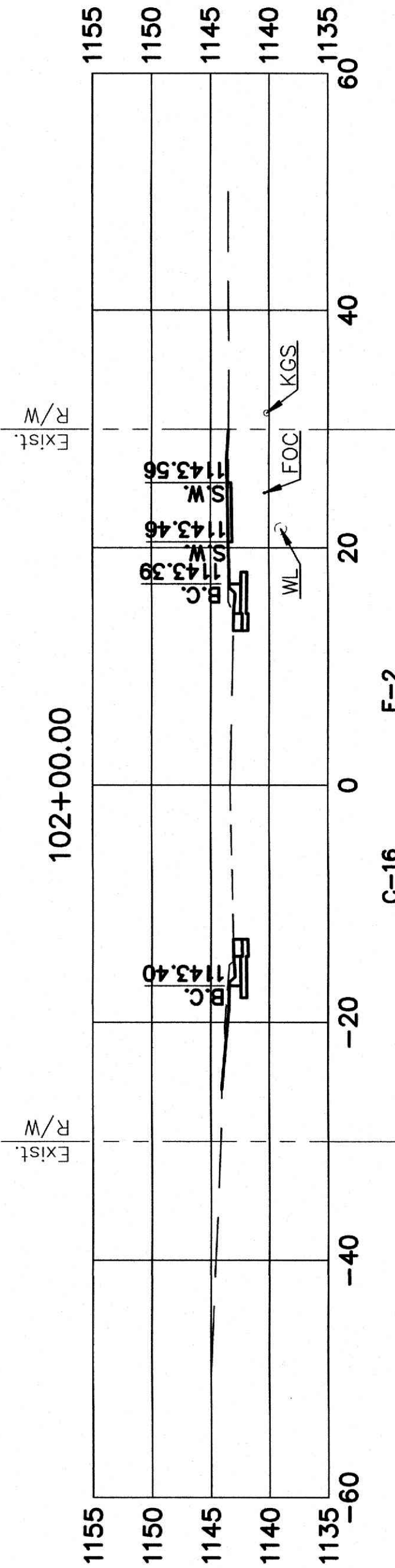
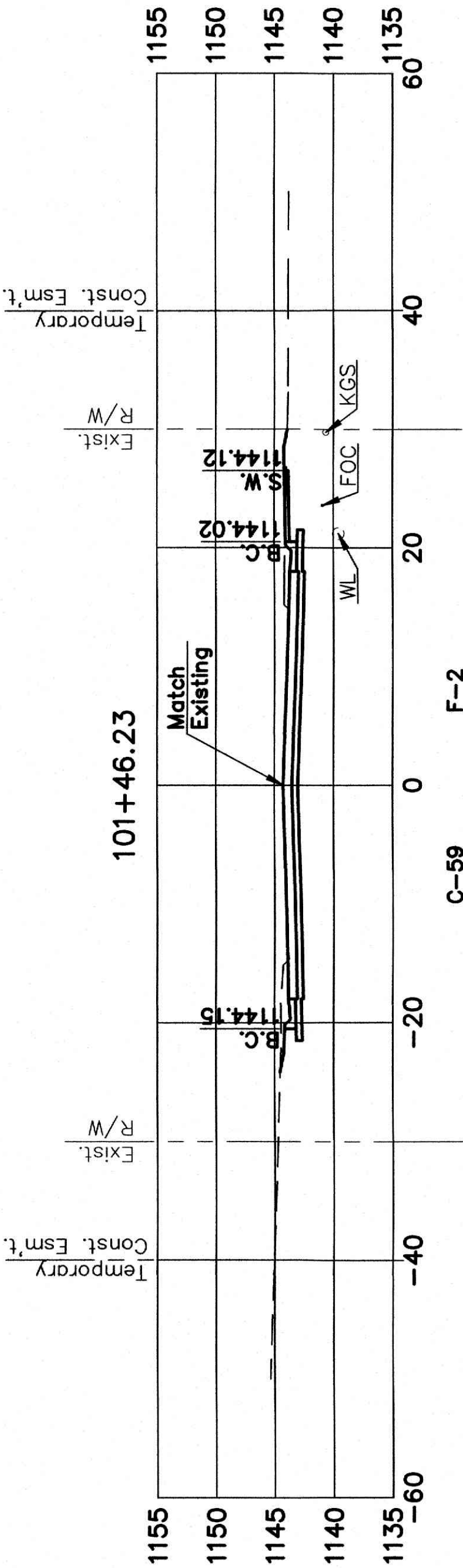
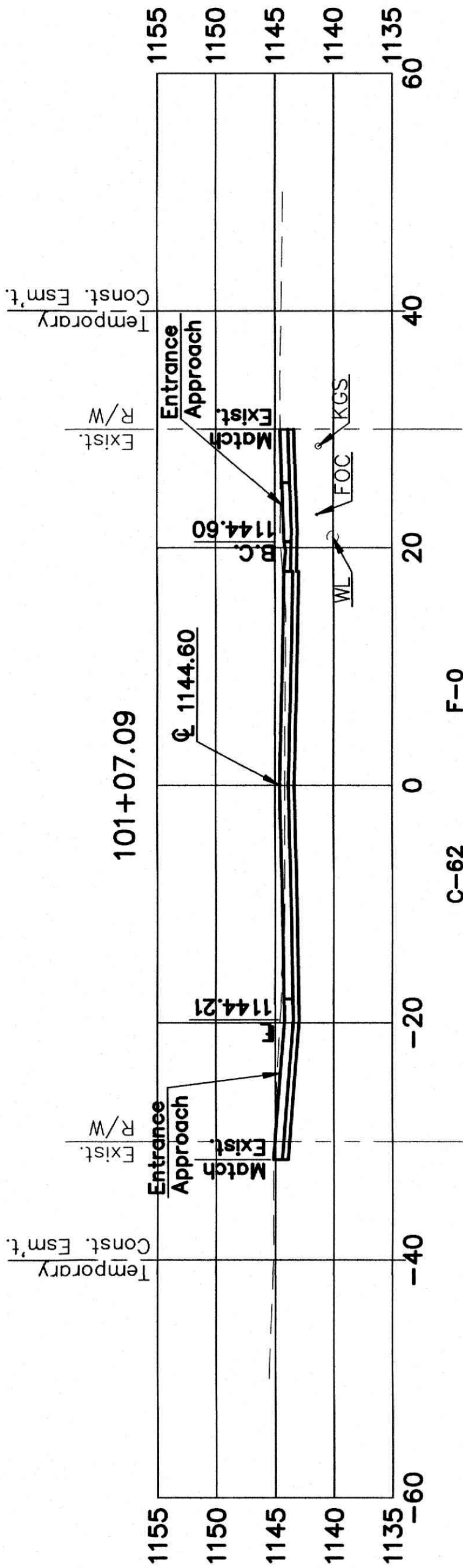
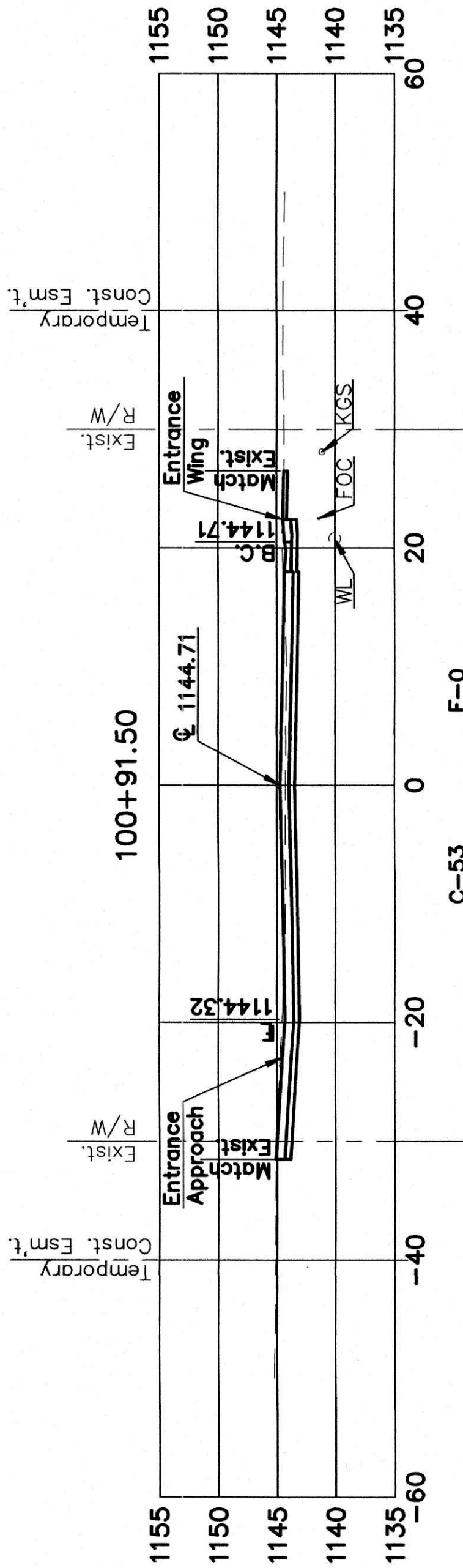
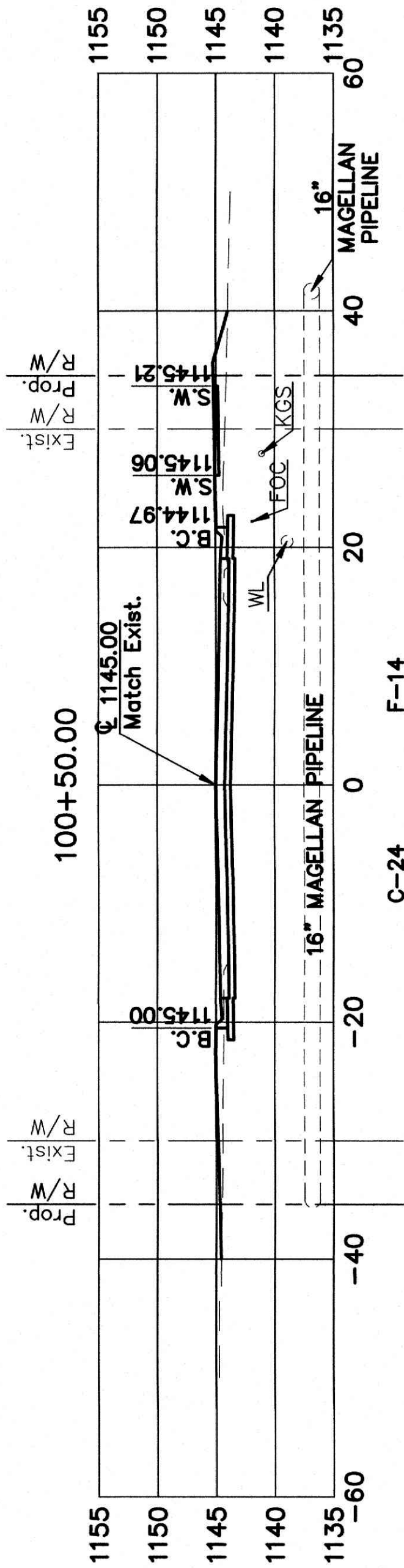
Emporia Project No. PV2304



Martin Drive Cross Sections
Sta. 100+50.00 to Sta. 102+21.75

State	Project No.	Fiscal Year	Sheet No.	Total Sheets
Kansas	56 KA-7312-01	2024	93	100

Emporia Project No. PV2304





Commission Action Report

Resolution No. 3774 of Support for Frontier Development Group Application for KHITC

Title: Resolution No. 3774 of Support for Frontier Development Group Application for KHITC

Agenda Date: October 15, 2025

Presented By: Tayler Wash, Assistant City Manager

Background:

The Kansas Housing Investor Tax Credit program was created in May of 2022 when Governor Kelly signed into law two bi-partisan bills which allocated \$62 million dollars to state housing programs in order to address the housing supply issue in Kansas.

KHITC is a program with proven positive impacts throughout the state of Kansas. Capital Holdings LLC received eight units of KHITC in 2023 for projects in Emporia. The Developer for the Kansas Avenue School Redevelopment Project (Frontier Development Group) has received a total of 74 units of KHITC between 2023-2024 in communities across the state.

Discussion:

The developer received approval to proceed with the MIH grant application for this project from the commission on September 3rd, 2025. Those materials included a letter that referenced support of the applicant in their independent pursuit of 12 KHITC credits. The KHITC application requires a more substantial show of support in the form of a resolution, included herein. This resolution does not designate the City as an applicant; it is merely an endorsement of the developer's independent application.

Financial Considerations:

No city funds are involved or required for the KHITC program.

Recommended Action:

Approve Resolution No. 3774 of Support for Frontier Development Group Application for KHITC.

Attachments:

Resolution No. 3774

RESOLUTION NO. 3774

A RESOLUTION AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN APPLICATION TO THE KANSAS HOUSING RESOURCES CORPORATION (KHRC) FOR THE KANSAS HOUSING INVESTOR TAX CREDIT (KHITC) PROGRAM.

WHEREAS, the Kansas Housing Investor Tax Credit (KHITC) Program authorizes Builders or Developers with Projects located in Counties with a population of less than 75,000 to apply; and

WHEREAS, the County has a population of less than 75,000 and, therefore, constitutes an eligible County as said term is defined by the KHITC program; and

WHEREAS, 315 S. Market LLC, C/O Frontier Development Group LLC (the “Developer”) of the Kansas Avenue School Redevelopment Project located at 315 S. Market Street, Emporia, KS 66801, has applied for 12 KHITC credits in association with the Project.

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

- 1.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
- 2.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
- 3.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.
- 4.** The Governing Body hereby offers support of application for the KHITC to the Kansas Housing Resources Corporation for the Kansas Avenue School Redevelopment Project developed by 315 S. Market LLC, C/O Frontier Development Group LLC for 12 KHITC credits.
- 5.** That this resolution shall be in full force and effect from and after its adoption.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA,
KANSAS, this 15th day of October 2025.

(SEAL)

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Resolution No. 3775

Requesting the Lyon County Board of County Commissioners
Make Certain Findings Regarding the Annexation of Property

Title: Resolution No. 3775 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

Agenda Date: October 15, 2025

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The City anticipates receiving a consent for annexation from the owners of property at 800 Road 160. The subject property adjoins property previously annexed into the city, but by island annexation statutes, and therefore is not considered to be adjacent to the city. The owners are making the request to facilitate future development of the property.

Discussion:

K.S.A. 12-520c, as amended, requires that when the City receives a petition or consent for annexation from a property owner, and that property is not contiguous with the City, a resolution from the Governing Body must be adopted asking the Board of County Commissioners to make certain findings allowing the process to move forward.

The resolution from the Board of County Commissioners should find that the annexation request would not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County.

If approved by the Board of County Commissioners, an ordinance for annexation will be presented at a future meeting.

Financial considerations:

No city funds are required.

Recommended action:

Approve Resolution No. 3775 Requesting the Lyon County Board of County Commissioners Make Certain Findings Regarding the Annexation of Property

Attachments:

Resolution No. 3775
Aerial Location Map

RESOLUTION NO.3775

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

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

SECTION 1. The Governing Body of the City of Emporia, Kansas, hereby finds that a request for annexation of the following described land has been presented to it by John D Kretsinger and the W Brock Kretsinger Living Trust.

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

The Governing Body further finds that the above-described property does not adjoin land within the boundaries of the City of Emporia. The Governing Body further finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

SECTION 2. The City of Emporia, Kansas hereby respectfully requests that the Board of County Commissioners of Lyon County, Kansas, by a 2/3 vote, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas all as provided in K.S.A. 12-520c, as amended.

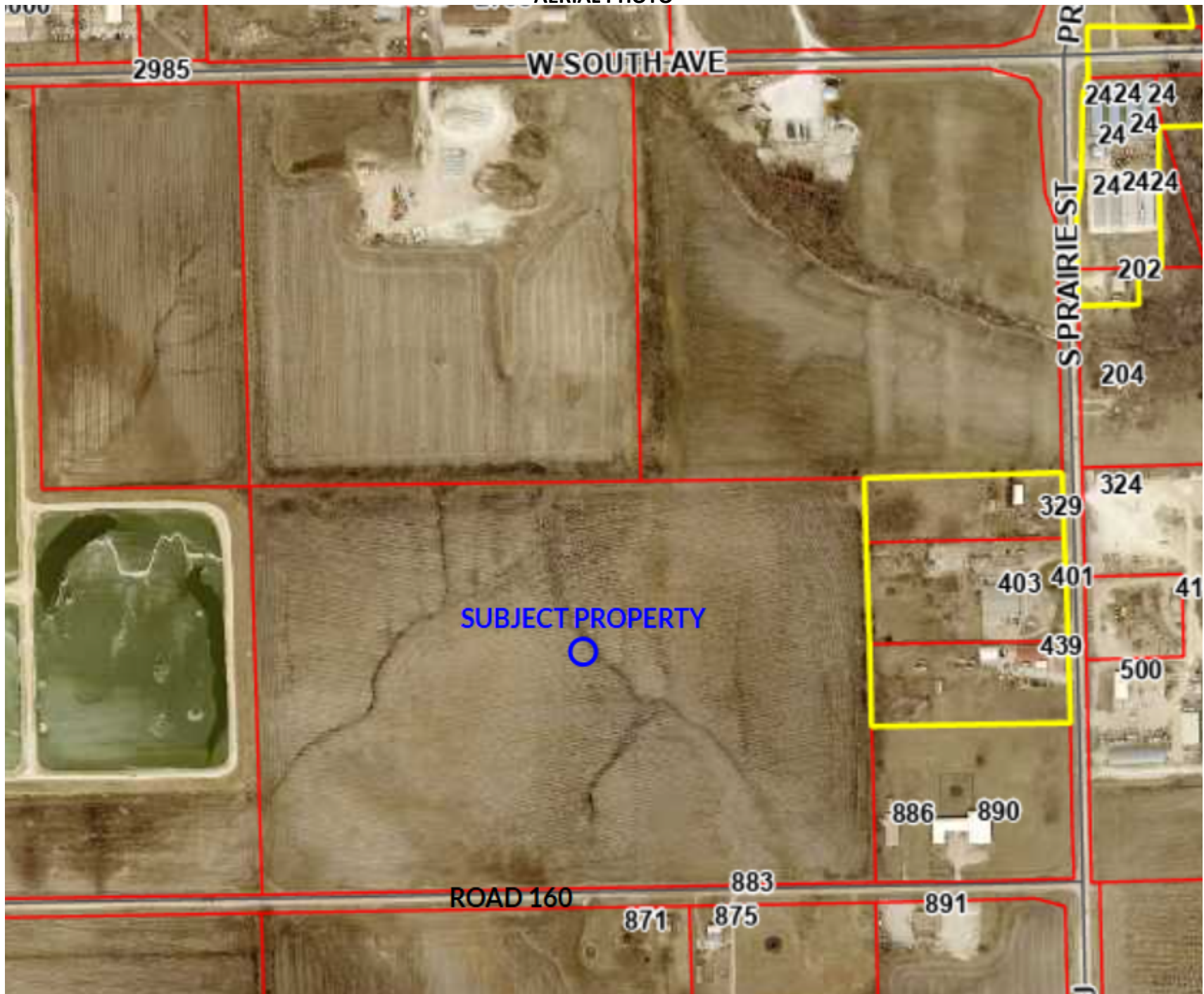
ADOPTED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 15th day of October 2025.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

ROAD 160 ANNEXATION
AERIAL PHOTO





Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: October 15, 2025
Presented By: Trey Cocking, City Manager

Background:

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

The following is general information for the month of September 2025 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	\$ 552,225.37	\$ 588,528.44	Increase of \$36,303.07 for the month, and
YTD	\$ 4,820,763.26	\$4,960,064.80	Overall increase of 2.81% from year 2024.

City Share from County Tax

	2024	2025	
	\$ 282,946.41	\$ 302,863.99	Increase of \$19,917.58 for the month, and
YTD	\$ 2,472,115.79	\$ 2,581,342.25	Overall increase of 4.23% from year 2024.

Building Permits issued from 9/1/2025 to 9/30/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	58
Total valuations associated with those building permits:	\$ 1,789,221.15
Total number of dollars collected for Building Permit Fees:	\$ 11,215.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

Flint Hills Mall CID for September 2025	\$ 17,081.26
YTD	\$ 157,900.38

Pavilions CID for September 2025	\$ 17,420.49
CID #2	\$ 17,420.49
YTD	\$ 289,167.20

Fairview Hotel CID for September 2025	\$ 7,432.48
YTD	\$ 65,189.13

West Plaza CID for September 2025	\$ 13,752.21
YTD	\$ 82,478.40



DATE: October 10, 2025
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the nine-month period ending September 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax 102% has been received to date and 14.4% more than 2024.

Sales Tax is \$248,528 higher than 2024 and 75% of the YTD budget.

Franchise tax is \$65,000 higher than 2024 and 79% of the YTD budget.

Administration fees are \$189,000 higher than 2024 and 82% of the YTD budget.

Expense

Personnel Services is 7.8% more than 2024 and 77% of the YTD budget.

Maintenance and Repairs are down 28% from 2024.

Commodities are up 17.9% from 2024.

Total revenues for the nine-month period ending September 30, 2025, were \$23,805,965 and expenses were \$21,786,077. The unencumbered cash balance is \$8,784,720.

The **Water Fund** Income Statement for the nine-month period ending September 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue

Sale of Water is 8% higher than 2024 or \$601,000 more. 74% of the budget has been received.

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

Expense

Maintenance & Repair is 47% lower than 2024 or \$444,000 less.

Total revenues for the nine-month period ending September 30, 2025, were \$11,573,085 while expenses were \$12,464,037. The ending cash balance is negative \$880,952.

The **Wastewater Fund** Income Statement for the nine-month period ending September 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue:

Sewer Charges are 11% higher than in 2024 which is \$535,000 more in revenue.

Expenses

Maintenance and repair and commodities are down from 2024 in the amount of \$36,000.

Total revenues for the nine-month period ending September 30, 2025, were \$5,606,461 and expenses were \$6,321,205. The cash balance is negative \$73,763.

The **Solid Waste Fund** Income Statement for the nine-month period ending September 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue

Fees for polycarts and dumpsters are 9% higher than in 2024. Roll off containers are up 3%
Landfill fees are 4% higher than 2024.

Expenses

Personnel services and utilities are 14% higher than in 2024. Maintenance and repair is 31% higher than in 2024. Overall expenses are up \$957,000 from 2024.

Total revenues for the nine-month period ending September 30, 2025, were \$4,512,639 and expenses were \$5,438,115. The fund experienced a loss of \$925,476 in the first nine months of the year. The cash balance has decreased \$1,4488,000 since September 2024.

GENERAL FUND

as of September 30, 2025

GENERAL FUND

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	6,450,183	5,489,073	6,450,183	6,741,570	
REVENUE					
Ad Valorem Property Tax	6,401,026	7,141,464	6,372,432	7,290,281	14.40%
Sales Tax	9,789,887	9,960,982	7,292,879	7,541,407	3.41%
Franchise Tax	2,819,267	2,776,900	2,133,830	2,199,809	3.09%
Other Taxes	747,810	696,594	525,899	467,169	-11.17%
Intergovernmental Taxes	424,887	399,838	344,142	309,258	-10.14%
Licenses & Permits	294,976	264,350	222,359	180,623	-18.77%
Charges for Services	2,411,599	2,420,816	2,102,908	2,115,970	0.62%
Fines & Fees	525,589	495,400	373,971	511,494	36.77%
Use of Property and Money	914,263	185,596	104,575	141,644	35.45%
Interest Receivable		550,000	576,034	302,417	-47.50%
Reimbursements	226,524	5,100	14,569	7,836	-46.21%
Administrative Transfers	2,731,921	2,953,560	2,250,992	2,440,081	8.40%
Misc Revenue		41,500	52,389	24,338	-53.54%
Contributions			27,975	25,700	-8.13%
Operating Revenues	240	0	0	0	0.00%
Nonoperating Revenues	225,753	100,000	100,000	247,936	147.94%
TOTAL RECEIPTS	27,513,743	27,992,100	22,494,954	23,805,965	5.83%
EXPENDITURES					
Personnel Services	17,949,291	18,052,533	12,912,196	13,919,032	7.80%
Vacancy Rate		0	0		0.00%
Maintenance & Repair	968,713	1,153,800	703,874	503,744	-28.43%
Commodities	1,631,449	2,134,335	1,281,008	1,509,938	17.87%
Other Charges	354,999	910,645	264,488	413,568	56.37%
Capital Outlay	225,163	201,500	91,255	10,874	-88.08%
Transfer to Economic Development	925,000	925,000	616,667	693,750	12.50%
Transfer to Multi Year Fund	3,358,119	3,416,507	2,230,943	2,581,342	15.71%
Transfer to Project accounts	(1,774)	0	(1,773)	0	0.00%
Transfer to Equipment Reserve	0	572,200		706,558	0.00%
Utilities	550,047	635,050	433,748	432,754	-0.23%
Communications	107,898	145,250	80,282	80,382	0.12%
Training and Travel	182,158	239,200	148,531	163,526	10.10%
Jail Expenses	62,200	87,500	44,550	39,000	-12.46%
Other Contractual	888,344	1,205,316	631,268	700,323	10.94%
Outstanding PO's		0	0	31,285	
TOTAL EXPENDITURES	27,201,608	29,678,836	19,437,037	21,786,077	12.09%
Revenue less expenses	312,135	(1,686,736)	3,057,918	2,019,888	
Cash Basis Adjustments/Non-appropri	(20,748)	0	0	23,262	
Ending Cash Balance	6,741,570	3,802,337	9,508,101	8,784,720	
Base for Reserve calculation	22,695,100	24,563,629	16,499,945	17,793,552	
15% Reserve	3,404,265	3,684,544	2,474,992	2,669,033	
Amount over 15% Reserve	3,337,305	117,793	7,033,109	6,115,687	

GENERAL FUND

as of September 30, 2025

	2025	2024	2025	Change
	Budget	Jan -Sept Actual	Jan -Sept Actual	between 24 & 25
EXPENDITURES				
Administration	-	234,916.95	235,527.72	610.77
Commission/Manager/Clerk	5,310,627.00	1,208,376.75	1,005,514.05	(202,862.70)
Accounting/HR	546,811.00	326,373.01	374,144.05	47,771.04
IT	549,437.00	302,864.76	344,135.66	41,270.90
Communication	20,100.00	-	38,188.10	38,188.10
Police	5,982,680.00	3,999,770.20	4,723,858.89	724,088.69
Animal Control	286,834.00	187,504.06	231,149.87	43,645.81
Fire	3,589,287.00	2,351,513.84	2,659,907.49	308,393.65
EMS	4,176,286.00	2,495,026.69	2,688,888.79	193,862.10
Municipal Court	659,309.00	449,549.11	485,476.24	35,927.13
Engineering	755,403.00	425,355.99	614,409.72	189,053.73
Street - Snow Removal	75,000.00	21,386.57	70,381.57	48,995.00
Golf Course Maintenance	584,155.00	435,179.86	460,538.26	25,358.40
Golf Course Shop	528,024.00	402,709.33	473,301.46	70,592.13
Park	1,356,066.00	895,816.23	941,905.74	46,089.51
Disc Golf	226,735.00	112,101.81	18,510.31	(93,591.50)
Aquatic Center	243,300.00	91,084.29	96,054.91	4,970.62
Zoo	938,587.00	593,353.32	574,866.83	(18,486.49)
Civic Auditorium	908,451.00	557,654.37	631,352.84	73,698.47
Civic/Library	86,417.00	108,365.23	113,364.86	4,999.63
Civic/Grounds Maintenance	139,727.00	50,408.02	63,906.87	13,498.85
Civic/ Concessions	90,952.00	58,631.03	61,624.92	2,993.89
Building & Neighborhood Development	998,619.00	657,412.45	713,341.80	55,929.35
Shop	92,616.00	(19,478.54)	(28,063.36)	(8,584.82)
Street Lighting	349,020.00	237,136.19	237,680.11	543.92
Appropriations	91,500.00	70,406.62	77,142.53	6,735.91
Airport	897,333.00	605,008.35	558,678.45	(46,329.90)
Parking Facility	11,600.00	7,080.41	14,521.41	7,441.00
Sales Tax Transfer	4,341,507.00	2,805,836.02	3,275,092.22	469,256.20
TOTAL EXPENDITURES	33,836,383.00	19,671,342.92	21,755,402.31	2,084,059.39

Multi Year Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	2,995,997.41	3,060,010.61	2,995,997.41	2,723,727.31	
REVENUE					
Sales Tax	3,358,119.39	3,416,507.00	2,230,942.74	2,581,342.25	15.71%
Reimbursement from state	473,211.16				
Interest	191,881.54	130,000.00	138,833.26	81,704.59	-41.15%
Total Revenue	4,023,212.09	3,546,507.00	2,369,776.00	2,663,046.84	12.38%
EXPENSES					
Unspent expenses				(21,458.17)	
Maintenance & Repair		250,000.00	83,391.30	62,196.13	-25.42%
Other Charges			35,514.27	-	
Capital	2,492,228.31	3,427,800.00	247,880.94	371,528.01	49.88%
Transfer Out	200,000.00	-	200,000.00	478,448.78	139.22%
Communications			573.10	-	-100.00%
Contractual Services	1,603,253.88	2,295,130.00	1,645,653.19	964,975.63	-41.36%
Outstanding PO's				481,375.09	
Total Expenses	4,295,482.19	5,972,930.00	2,213,012.80	2,337,065.47	0.22
Ending Cash Balance	2,723,727.31	633,587.61	3,152,760.61	3,049,708.68	

Insurance Reserve

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$663,358	\$0	\$663,358	\$699,713	
REVENUE					
Transfer from General	\$0	\$0	\$0	\$0	
Transfer from Int Improvem	\$0			\$0	
Insurance payment	\$0			\$0	
Interest	\$36,355	\$0	\$24,794	\$15,477	-37.58%
TOTAL RECEIPTS	\$36,355	\$0	\$24,794	\$15,477	-37.58%
EXPENDITURES					
Maintenance & Repair	\$0	\$0			
Misc Projects	\$0	\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	
Ending Cash Balance	\$699,713	\$0	\$688,152	\$715,190	

Vacant Property Program

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$90,362	\$0	\$0	\$7,580	
REVENUE					
Transfer from ARPA funds	\$0	\$0	\$0	\$0	
Interest	\$2,358	\$0	\$1,848	\$0	-100.00%
TOTAL RECEIPTS	\$2,358	\$0	\$1,848	\$0	-100.00%
EXPENDITURES					
Maintenance & Repair	\$0	\$0	\$0	\$21	0.00%
Other Contractual Services	\$85,140	\$0	\$54,076	\$6,065	-88.78%
TOTAL EXPENDITURES	\$85,140	\$0	\$54,076	\$6,086	-88.75%
Ending Cash Balance	\$7,580	\$0	(\$52,228)	\$1,495	

City of Emporia, Kansas

Library Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$0	\$0	\$0	\$78	
REVENUE					
Ad Valorem Property Tax	\$1,086,316	\$1,104,165	\$1,086,665	\$1,163,779	7.10%
Other Taxes	\$115,497	\$97,578	\$88,752	\$77,562	-12.61%
TOTAL RECEIPTS	\$1,201,813	\$1,201,743	\$1,175,417	\$1,241,341	5.61%
EXPENDITURES					
Insurance Refund		\$0			
Misc Projects		\$0			
Appropriation	\$1,201,735	\$1,248,955	\$1,175,417	\$1,241,421	-0.99%
TOTAL EXPENDITURES	\$1,201,735	\$1,248,955	\$1,175,417	\$1,241,421	
Ending Cash Balance	\$78	(\$47,212)	\$0	(\$1)	

Transient Guest Tax

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$999,063	\$588,887	\$999,063	\$671,185	
REVENUE					
Transient Guest Tax	\$932,626	\$950,000	\$669,697	\$683,606	2.08%
Interest on Investment	\$24,211	\$10,000	\$20,777	\$16,009	-22.95%
Fence rental	\$2,369	\$0	\$0	\$0	
Miscellaneous	\$14,432			\$14,006	
Accounts Receivable - fence rental	\$8,540			\$0	
TOTAL RECEIPTS	\$982,178	\$960,000	\$690,474	\$713,620	3.35%
EXPENDITURES					
CVB Appropriation	\$462,000	\$480,000	\$371,301	\$360,000	-3.04%
Trusler Sports Complex		\$0			
City cost associated with events	\$40,000	\$40,000			
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	0.00%
Red Rock's Appropriation	\$7,500	\$10,000	\$10,000	\$10,000	0.00%
ESU Welch Stadium	\$400,000	\$0	\$0		
Disc Golf Course Maintenance & Employee	\$100,000	\$100,000	\$132,401		-100.00%
Emporia Main Street	\$95,000	\$95,000	\$95,000	\$95,000	0.00%
Emporia Arts Council Support	\$30,000	\$30,000	\$30,000	\$60,000	100.00%
Emporia Granda	\$30,000	\$30,000	\$30,000		-100.00%
Symphony in the Flint Hills		\$0			
Unbound Bike Event	\$15,000	\$20,000	\$0	\$20,000	
DDO	\$20,000	\$50,000	\$50,000	\$50,000	0.00%
PDGA Professional Disc Golf World	\$20,000	\$20,000	\$20,000	\$20,000	0.00%
Immaginarium		\$45,000			
National Teachers Hall of Fame		\$10,000	\$0	\$10,000	
Free for Kansas - Music event	\$20,000	\$20,000		\$20,000	
Dynamic Discs - Jones course improvement	\$17,900		\$17,900	\$58,127	224.73%
Hispanics of Today and Tomorrow	\$0	\$20,000	\$0	\$20,000	
Marketing money (Mainstreet & Visit Emporia)		\$120,000			
Miscellaneous	\$2,656	\$0	\$67,807	\$0	-100.00%
Special Projects		\$0	\$0		
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$1,310,056	\$1,140,000	\$874,409	\$773,127	-11.58%
Ending Cash Balance	\$671,185	\$408,887	\$815,128	\$611,678	
Transient Guest Tax Receipts	2021	2022	2023	2024	2025
1ST QUARTER-JANUARY	\$105,764.76	\$184,682.75	\$217,964.96	\$208,253.00	\$229,900.15
2ND QUARTER-APRIL	\$135,567.13	\$143,987.80	\$170,824.51	\$163,048.74	\$154,751.85
3RD QUARTER-JULY	\$192,642.58	\$223,905.58	\$232,566.63	\$298,395.94	\$298,953.58
4TH QUARTER-OCTOBER	\$200,102.99	\$219,288.14	\$230,393.63	\$262,929.27	\$0.00
TOTAL	\$634,077.46	\$771,864.27	\$851,749.73	\$932,626.95	\$683,605.58

City of Emporia, Kansas

Industrial Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	23,447	24,265	23,447	25,977	
REVENUE					
Ad Valorem Property Tax	1,060	1,000	1,075	1,151	7.03%
Other Taxes	136		103	76	-26.45%
Interest on Investment	1,334	800	906	595	-34.33%
TOTAL RECEIPTS	2,530	1,800	2,083	1,821	-12.60%
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	0		0
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	24,976			0
TOTAL EXPENDITURES	0	26,161	0	0	0
Ending Cash Balance	25,977	(96)	25,530	27,798	

Economic Sales Tax

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$1,319,820	\$989,728	\$1,319,820	\$1,045,887	
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$616,667	\$693,750	12.50%
Interest Income	\$31,551	\$20,000	\$24,704	\$19,360	-21.63%
Money for Land Purchases	\$195,906	\$0		\$0	
RDA returned money				\$79,182	0.00%
Total Revenue	<u>\$1,152,457</u>	<u>\$945,000</u>	<u>\$641,371</u>	<u>\$792,292</u>	<u>23.53%</u>
Expense:					
Appropriation to the RDA	\$358,184	\$386,192	\$191,251	\$289,644	51.45%
Emporia Enterprises	\$35,000	\$0	\$35,000	\$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%
Dynamic Brewing Compar	\$500,000		\$500,000	\$0	-100.00%
VisionFirst Advisors	\$59,826		-\$126,657	\$24,288	-119.18%
Miscellaneous	-\$7,596			\$53	
Transfer to Krestsinger Project				\$279,530	
Special Projects	\$13	\$967,535	\$0		
Total Expenses	<u>\$1,426,390</u>	<u>\$1,834,727</u>	<u>\$1,080,557</u>	<u>\$1,074,478</u>	<u>-0.56%</u>
Ending Cash Balance	\$1,045,887	\$100,001	\$880,634	\$763,701	

Special Alcohol Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	120,433	116,893	120,433	122,643	
REVENUE					
Private Club Liquor Tax	108,123	104,660	82,329	80,000	-2.83%
Interest on Investment	6,287	3,000	4,256	2,443	-42.60%
TOTAL RECEIPTS	114,410	107,660	86,585	82,442	-4.78%
EXPENDITURES					
Appropriations	112,200	144,400	85,950	93,150	8.38%
Special Projects		0	0	0	
TOTAL EXPENDITURES	112,200	144,400	85,950	93,150	8.38%
Ending Cash Balance	122,643	80,153	121,068	111,935	

	Receive in 2021	Receive in 2022	Receive in 2023	Receive in 2024	Receive in 2025
Appropriations					
Cross Winds	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$105,000.00
Corner House	\$48,750.00	\$65,000.00	\$75,000.00	\$85,000.00	\$0.00
Emporia State University	\$6,750.00	\$6,750.00	\$7,200.00	\$7,200.00	\$7,200.00
Flint Hills Tech (Mental Hea	\$0.00				\$7,200.00
Crosswinds Building Match					25,000.00
Total	\$70,500.00	\$86,750.00	\$97,200.00	\$112,200.00	\$144,400.00

Receipts	2021	2022	2023	2024	2025
1ST QUARTER - MARCH	\$17,214.78	\$23,976.09	\$25,545.76	\$26,804.33	\$26,397.00
2ND QUARTER - JUNE	\$18,634.04	\$22,129.19	\$26,129.12	\$26,489.58	\$24,503.17
3RD QUARTER - SEPTEMBER	\$25,844.73	\$28,544.72	\$31,037.27	\$29,035.42	\$29,099.85
4TH QUARTER - DECEMBER	\$24,664.21	\$25,393.46	\$27,455.87	\$25,793.55	\$0.00
TOTAL	\$86,357.76	\$100,043.46	\$110,168.02	\$108,122.88	\$80,000.02

Special Park Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$115,908	\$103,068	\$115,908	\$124,327	
REVENUE					
Private Club Liquor Tax	\$108,123	\$104,660	\$82,329	\$80,000	-2.83%
Interest on Investment	\$8,719	\$4,000	\$5,415	\$3,606	-33.40%
TOTAL RECEIPTS	\$116,842	\$108,660	\$87,744	\$83,606	-4.72%
EXPENDITURES					
Capital Outlay	\$93,423	\$135,250	\$0	\$10,894	3301112.12%
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					
Transfer to Project Account	\$0			\$0	
Special Projects	\$0	\$61,478	\$0		
TOTAL EXPENDITURES	\$108,423	\$211,728	\$15,000	\$25,894	72.62%
Ending Cash Balance	\$124,327	\$0	\$188,652	\$182,039	
Receipts	2021	2022	2023	2024	2025
1ST QUARTER - MARCH	\$17,214.77	\$23,976.10	\$25,545.75	\$26,804.32	\$26,397.00
2ND QUARTER - JUNE	\$18,634.04	\$22,129.19	\$26,129.11	\$26,489.57	\$24,503.17
3RD QUARTER - SEPTEMBER	\$25,844.73	\$28,544.72	\$31,037.26	\$29,035.43	\$29,099.85
4TH QUARTER - DECEMBER	\$24,664.03	\$25,393.46	\$27,455.86	\$25,793.55	
TOTAL	\$86,357.57	\$100,043.47	\$110,167.98	\$108,122.87	\$80,000.02
Capital Items	Budget Amount	Purchase Price			
Golf Course	\$43,000.00		Tees & Banks Reel Mower (2003)		
Golf Course	\$52,500.00		Tees & Banks Reel Mower (2004)		
	<u>95,500.00</u>				

Special Street Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	179,135	113,211	179,135	188,562	
REVENUE					
Gasoline Tax	733,844	745,383	547,294	541,517	-1.06%
Damages	20,438	5,000	13,761	18,476	34.26%
Interest on Investment	15,927	10,000	10,718	5,641	-47.37%
Transfer of Funds	102,420	100,000	100,000	100,000	0.00%
Sale of Salvage	0			0	
Miscellaneous	125	0	125	0	
TOTAL RECEIPTS	872,754	860,383	671,898	665,634	-0.93%
EXPENDITURES					
Personnel Services	632,443	634,288	468,308	458,224	-2.15%
Vacancy		(12,147)			
Maintenance & Repair	87,417	131,870	71,379	80,819	13.23%
Commodities	108,214	154,350	76,254	89,417	17.26%
Other Charges	20,827	(41,712)	17,761	47,571	167.84%
Capital Outlay	0	0		0	
Transfer of Funds	0	25,000	0	33,109	
Utilities	9,225	5,750	8,358	3,312	-60.38%
Communications	2,420	2,700	1,683	2,293	36.20%
Training & Travel	6,216	8,000	5,727	11,987	109.29%
Contractual Services	24,585	41,100	16,091	10,212	-36.54%
Special Projects	0	24,394	0	0	
Outstanding PO's				34,917	
Audit Adjustments	(28,021)			(11,314)	
TOTAL EXPENDITURES	863,327	973,593	665,561	760,546	14.27%
Net Change in Cash	9,427	(113,210)	6,337	(94,912)	
Ending Cash Balance	188,562	1	185,472	93,650	
Receipts	2021	2022	2023	2024	2025
1st Quarter - Jan Payment	\$161,594.64	\$167,557.74	\$167,412.68	\$159,680.00	\$180,485.00
2nd Quarter - April Payment	\$149,245.64	\$157,106.42	\$149,529.56	\$151,744.49	\$129,635.50
Extra Payment- June	\$54,671.53				0
3rd Quarter - July Payment	\$172,643.49	\$166,060.14	\$166,505.96	\$174,865.61	\$171,627.10
4th Quarter - Oct Payment	\$174,419.30	\$165,112.70	\$164,909.80	\$166,786.70	\$0.00
Total	\$712,574.60	\$655,837.00	\$648,358.00	\$653,076.80	\$481,747.60

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$35,885	\$40,045	\$40,045	\$65,741	
REVENUE					
Receipts from Drug Forfeitures	\$40,393	\$5,000	\$29,638	-\$2,110	-107.12%
Interest on Investment	\$2,710	\$2,000	\$1,703	\$1,531	-10.11%
Miscellaneous					
TOTAL RECEIPTS	\$43,103	\$7,000	\$31,341	-\$579	-101.85%
EXPENDITURES					
Commodities	\$11,268	\$5,000	\$11,268	\$1,218	-89.19%
Capital Outlay		\$0		\$0	
Communications	\$330	\$0	\$330	\$0	-100.00%
Other Charges	\$1,649		\$0	\$0	
Transfer of funds					
Other Contractual	\$0	\$0		\$2,172	
Travel & Training					
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's				\$0	
Special Projects		\$42,045	\$0		
TOTAL EXPENDITURES	\$13,247	\$47,045	\$11,598	\$3,390	-70.77%
Ending Cash Balance	\$65,741	\$0	\$59,788	\$61,771	

Storm Water

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$243,446	\$0	\$243,446	\$139,005	
REVENUE					
Transfer from Multi Year	\$100,000	\$0	\$10,939	\$5,008	-54.22%
Interest on Investment	\$13,609	\$0	\$100,000	\$150,000	50.00%
Miscellaneous					
TOTAL RECEIPTS	\$113,609	\$0	\$110,939	\$155,008	39.72%
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	
Capital Outlay	\$7,184	\$0	\$2,544	\$0	-100.00%
Communications	\$702	\$0	\$702	\$0	-100.00%
Other Charges	\$0			\$0	
Transfer of funds	\$0			\$0	
Other Contractual	\$72,258	\$0	\$57,535	\$0	-100.00%
Travel & Training					
Maintenance & Repair	\$137,906	\$0	\$137,743	\$16,719	-87.86%
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$218,050	\$0	\$198,524	\$16,719	-91.58%
Ending Cash Balance	\$139,005	\$0	\$155,861	\$277,294	

City of Emporia, Kansas

Land Bank

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$127,414	\$0	\$127,414	\$133,963	
REVENUE					
Transfer from Multi Year	\$0	\$0	\$0	\$0	
Interest on Investment	\$6,967	\$0	\$4,753	\$2,882	-39.37%
Sale of Property	\$0			\$0	
TOTAL RECEIPTS	<u>\$6,967</u>	<u>\$0</u>	<u>\$4,753</u>	<u>\$2,882</u>	<u>-39.37%</u>
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	
Capital Outlay		\$0	\$0	\$658	
Communications	\$0	\$0	\$0	\$40	
Other Charges	\$418	\$0	\$362	\$6,362	1657.12%
Purchase of Property	\$0	\$0	\$0		
Communications	\$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		
TOTAL EXPENDITURES	<u>\$418</u>	<u>\$0</u>	<u>\$362</u>	<u>\$7,060</u>	
Ending Cash Balance	\$133,963	\$0	\$131,805	\$129,785	

Bond & Interest Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$2,358,480	\$3,765,846	\$2,358,480	\$3,958,724	\$0
REVENUE					
Ad Valorem Property Tax	\$2,064,333	\$2,061,111	\$2,066,215	\$2,098,507	101.56%
Other Taxes	\$298,751	\$245,922	\$244,312	\$186,870	76.49%
Interest on Investment	\$202,643	\$100,000	\$137,775	\$124,710	90.52%
Recreation Center - Fitness Room	\$51,360	\$49,440	\$51,360	\$49,440	96.26%
Industrial Land Payment - Ind Sales Tax	\$85,963	\$0	\$85,963	\$95,650	111.27%
Sale of Bonds	\$0	\$0	\$0	\$12,210,000	
RHID Krestinger Tax Payment	\$44	\$0		\$2	
RHID Mehtroplois Tax Payment	\$0	\$0	\$0		
Miscellaneous	\$0	\$0		\$75	
Transfer of Funds from Project Accounts	\$0	\$0	\$0	\$0	
TOTAL RECEIPTS	\$2,703,094	\$2,456,473	\$2,585,626	\$14,765,253	571.05%
EXPENDITURES					
Bond Payment	\$1,102,850	\$1,124,100	\$1,102,850	\$1,050,100	95.22%
Transfer of funds	\$0			\$12,210,000	
Misc projects		\$5,098,219	\$0		
TOTAL EXPENDITURES	\$1,102,850	\$6,222,319	\$1,102,850	\$13,260,100	
Ending Cash Balance	\$3,958,724	\$0	\$3,841,256	\$5,463,877	

Equipment Reserve Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
Beginning Cash Balance	\$579,091	\$0	\$579,091	\$249,176	
REVENUE					
Transfer from other funds	\$0			\$739,667	(739,667)
Interest on Investment	\$31,505		\$20,414	\$9,403	-53.94%
Sale of Vehicles	\$203,380		\$101,915	\$0	-100.00%
TOTAL RECEIPTS	\$234,885	\$0	\$122,329	\$749,070	512.34%
EXPENDITURES					
Leasing Payment	\$133,261		\$386,626	\$570,574	47.58%
Capital Outlay	\$431,539		\$0	\$0	
Special Projects					
TOTAL EXPENDITURES	\$564,800	\$0	\$386,626	\$570,574	
Ending Cash Balance	\$249,176	\$0	\$314,794	\$427,672	

City of Emporia, Kansas

Water Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
BEGINNING CASH	830,592	357,845	830,592	10,000	
REVENUE					
Sale of Water	9,286,308	9,873,500	6,775,616	7,377,234	8.88%
Service Charge	83,539	100,000	62,964	66,431	5.51%
Penalties	102,425	92,000	72,890	89,577	22.89%
Sale of Salvage	0	0	0		
Reimbursed Expense	57,451	20,000	41,310	0	-100.00%
Interest on Investment	42,986	40,000	44,164	22,763	-48.46%
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	0	0	0	3,650,360	
Non Operating Revenue	5,240,370	0	954,263	0	
Miscellaneous	0	2,100	11,391	16,719	46.78%
TOTAL RECEIPTS	15,163,079	10,477,600	8,312,599	11,573,085	39.22%
EXPENDITURES					
Personnel Services	1,387,665	1,502,807	1,005,166	1,066,596	6.11%
Vacancy		(28,910)	0		
Maintenance & Repair	1,381,379	1,110,400	935,409	490,511	-47.56%
Commodities	2,047,987	1,769,350	1,413,213	1,700,589	20.33%
Other Charges	644,539	340,260	245,372	218,947	-10.77%
Industrial Discount		320,000	235,340	202,719	-13.86%
Capital Outlay	373,685	415,000	868	111,655	
Debt Payment	1,825,075	1,635,939	1,924,917	1,948,760	1.24%
Stock	120,609	5,000	2,192	0	-100.00%
Transfer to Project Account	5,240,370	0	2,618,728	3,650,360	39.39%
Utilities	630,971	712,100	481,041	403,650	-16.09%
Communications	24,833	44,700	18,573	20,369	9.67%
Travel & Training	19,330	22,500	16,546	22,736	37.42%
Contractual Services	1,222,028	1,329,450	1,000,567	1,043,927	4.33%
Administrative Fee 16%	1,105,842	1,405,680	1,105,842	1,180,358	6.74%
Excess Carryover		0	0		
Change in Liabilities	(40,644)	0	329,029	181,790	
Outstanding PO's			0	221,070	
TOTAL EXPENDITURES	15,983,671	10,584,276	11,332,803	12,464,037	9.98%
NET CHANGE IN CASH	(820,592)	(106,676)	(3,020,205)	(890,952)	-70.50%
ENDING CASH BALANCE	10,000	251,169	(2,189,613)	(880,952)	
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					
ADJUSTMENTS	(3,838,030)	(815,000)	(1,285,834)	(1,370,000)	
Base for reserve calculation	10,369,616	10,169,276	8,713,207	8,702,022	
20% reserve amount	2,073,923	2,033,855	1,742,641	1,740,404	
Amount over 20% reserve	(2,063,923)	(1,782,686)	(3,932,254)	(2,621,356)	

Wastewater Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
BEGINNING CASH	1,029,532	726,707	1,029,532	640,981	
REVENUE					
Sales/Charges	6,600,709	7,040,000	4,853,026	5,388,934	11.04%
Extra Strength Surcharge	163,428	155,000	134,543	176,821	31.42%
Interest on Investment	45,923	30,000	44,145	32,940	-25.38%
New System taps	2,000	5,000	1,600	2,800	75.00%
Loss on sales of assets	0			0	
Grant money	0	0	0	0	
Sale of Bonds	0	0	0	0	
Non Operating Revenue	135,920		0	0	
Miscellaneous	6,808	1,000	17,533	4,965	-71.68%
TOTAL RECEIPTS	6,954,788	7,231,000	5,050,846	5,606,461	11.00%
EXPENDITURES					
Personnel Services	1,425,385	1,310,671	1,023,879	1,068,147	4.32%
Vacancy	0	(23,100)	0	0	
Maintenance & Repair	420,819	489,100	285,658	322,156	12.78%
Commodities	534,367	374,750	485,074	344,329	-29.02%
Other Charges	165,841	187,785	136,346	141,952	4.11%
Capital Outlay	117,523	405,000	98,798	558	-99.44%
Debt Payment	2,983,764	2,800,484	3,072,805	3,020,233	-1.71%
Transfer to Project fund	135,920	79,100	135,920	0	-100.00%
Utilities	749,512	599,500	535,796	605,886	13.08%
Communications	22,855	29,600	16,185	17,356	7.23%
Travel & Training	9,652	11,500	8,706	15,066	73.05%
Contractual Services	344,176	239,550	226,781	287,888	26.95%
Administrative Fee flat	610,000	610,000	457,500	457,500	0.00%
Excess Carryover		0	0		
Change in Liabilities	(176,476)	0	(315,645)	(213,625)	
Outstanding PO's				253,758	
TOTAL EXPENDITURES	7,343,338	7,113,940	6,167,803	6,321,205	2.49%
NET CHANGE IN CASH	(388,551)	117,060	(1,116,956)	(714,744)	
ENDING CASH BALANCE	640,981	843,767	(87,424)	(73,763)	
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			
ADJUSTMENTS	(3,358,607)	(491,074)	(2,108,631)	(2,211,279)	
Base for reserve calculation	7,089,895	6,708,940	5,933,084	6,320,647	
20% Cash Reserve amount	1,417,979	1,341,788	1,186,617	1,264,129	
Amount over 20% Cash Reserve	(776,998)	(498,021)	(1,274,041)	(1,337,892)	

Solid Waste Fund

as of September 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Sept Actual	2025 Jan -Sept Actual	Change between 24 & 25
BEGINNING CASH	3,388,241	2,347,675	3,388,241	2,528,037	
REVENUE					
Refuse Collection Fees	3,047,423	3,300,000	2,266,333	2,471,985	9.07%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	156,375	120,000	128,354	58,882	-54.13%
Trf from Health Ins - Premiums		0	0		
Resale of Recyclables	144,698	90,000	111,362	78,961	-29.10%
Box Container Fees	1,869,277	2,013,000	1,405,340	1,447,472	3.00%
Landfill Fees	578,017	597,500	435,602	453,903	4.20%
Transfers	0	0	0	0	
Miscellaneous	15,845	5,500	25,500	1,436	-94.37%
TOTAL RECEIPTS	5,811,636	6,126,000	4,372,491	4,512,639	3.21%
EXPENDITURES					
Personnel Services	2,496,197	2,636,900	1,765,117	2,025,681	14.76%
Vacancy		(51,039)			
Maintenance & Repair	257,114	390,500	165,714	218,043	31.58%
Commodities	399,765	447,100	264,120	347,112	31.42%
Other Charges	395,271	248,730	170,582	167,568	-1.77%
Industrial Discount		130,000	103,280	104,992	1.66%
Capital Outlay	320,359	1,150,000	0	0	
Transfer to Equipment Reserve	0	0	0	0	
Utilities	52,096	74,000	37,472	42,756	14.10%
Communications	38,036	54,300	25,942	26,308	1.41%
Transfer to project		0			
Travel & Training	6,051	11,600	5,326	4,950	-7.05%
Contractual Services	1,759,615	1,879,000	1,199,196	1,403,971	17.08%
Administrative Fee 16%	975,905	924,880	657,164	759,071	15.51%
Excess Carryover	0	577,705	0	0	
Change in Liabilities	(28,569)	0	18,516	(117,842)	
Outstanding PO's			297,674	455,505	
TOTAL EXPENDITURES	6,671,840	8,473,676	4,710,103	5,438,115	15.46%
NET CHANGE IN CASH	(860,204)	(2,347,676)	(337,612)	(925,476)	
ENDING CASH BALANCE	2,528,037	(1)	3,050,629	1,602,560	
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			
ADJUSTMENTS	(65,274)	(200,000)	37,082	0	
Base for reserve calculation	6,351,481	7,323,676	4,710,103	5,438,115	
20% cash reserve amount	1,270,296	1,464,735	942,021	1,087,623	
Amount over 20% Cash Reserv	1,257,740	(1,464,736)	2,108,608	514,937	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of September 30, 2025
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						19,649,118	19,824,315	
GENERAL FUND ADMINISTRATION	4,000,000.00	234,916.95	3,765,083	6%	13.65%	2,681,494	2,705,403	2,470,486
COMMISSION/MANAGER/CLERK	1,310,571.00	1,005,514.05	305,057	77%	4.47%	878,572	886,406	(119,108)
FINANCE/HUMAN RESOURCES	546,811.00	374,144.05	172,667	68%	1.87%	366,568	369,836	(4,308)
INFORMATION SYSTEMS	549,437.00	344,135.66	205,301	63%	1.87%	368,328	371,612	27,476
COMMUNICATION	20,100.00	38,188.10	(18,088)	190%	0.07%	13,475	13,595	(24,593)
POLICE PROTECTION	5,982,680.00	4,723,858.89	1,258,821	79%	20.41%	4,010,630	4,046,390	(677,469)
ANIMAL CONTROL	286,834.00	231,149.87	55,684	81%	0.98%	192,286	194,000	(37,149)
FIRE PROTECTION	3,589,287.00	2,659,907.49	929,380	74%	12.25%	2,406,163	2,427,617	(232,291)
AMBULANCE SERVICE	4,176,286.00	2,688,888.79	1,487,397	64%	14.25%	2,799,671	2,824,634	135,745
COURT SERVICES	659,309.00	485,476.24	173,833	74%	2.25%	441,983	445,924	(39,552)
ENGINEERING	755,403.00	614,409.72	140,993	81%	2.58%	506,402	510,917	(103,492)
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	75,000.00	70,381.57	4,618	94%	0.26%	50,278	50,726	50,726
GOLF COURSE MAINTENANCE	584,155.00	460,538.26	123,617	79%	1.99%	391,602	395,094	324,712
GOLF SHOP	528,024.00	473,301.46	54,723	90%	1.80%	353,973	357,129	(103,409)
PARK	1,356,066.00	941,905.74	414,160	69%	4.63%	909,071	917,176	443,875
DISC GOLF	226,735.00	18,510.31	208,225	8%	0.77%	151,997	153,352	(788,553)
AQUATIC CENTER	243,300.00	96,054.91	147,245	39%	0.83%	163,102	164,556	(777,350)
ZOO	938,587.00	574,866.83	363,720	61%	3.20%	629,204	634,814	616,304
CIVIC BUILDING OPERATIONS	908,451.00	631,352.84	277,098	69%	3.10%	609,001	614,431	518,377
LIBRARY MAINTENANCE	86,417.00	113,364.86	(26,948)	131%	0.29%	57,932	58,448	(516,419)
GROUND MAINTENANCE	139,727.00	63,906.87	75,820	46%	0.48%	0	94,504	(536,848)
CONCESSION STAND	90,952.00	61,624.92	29,327	68%	0.31%	60,972	61,515	(51,849)
CODE SERVICES	998,619.00	713,341.80	285,277	71%	3.41%	669,448	675,417	(37,925)
SHOP MAINTENANCE	92,616.00	-28,063.36	120,679	-30%	0.32%	62,087	62,641	(1,266)
STREET LIGHTING	349,020.00	237,680.11	111,340	68%	1.19%	233,974	236,060	174,435
MISC APPROPRIATIONS	91,500.00	77,142.53	14,357	84%	0.31%	61,339	61,886	89,949
AIRPORT	897,333.00	558,678.45	338,655	62%	3.06%	601,548	606,912	529,769
PARKING FACILITY	11,600.00	14,521.41	(2,921)	125%	0.04%	7,776	7,846	(550,833)
TRANSERS	4,341,507.00	3,275,092.22	1,066,415	75%	14.81%	2,910,431	2,936,381	2,921,860
CONTINGENCY	-356,397.00	0	(356,397)	0%	-1.22%	(238,919)	(241,049)	(3,516,142)
EXCESS CARRYOVER	0		0	0%				
GENERAL FUND	33,479,930	21,754,792	11,725,138	21	1	22,350,388	22,644,173	
	29,310,704							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of September 30, 2025
 EXPENSES FOR WATER FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	3,247,190	1,333,580	1,913,610	41%
ADMINISTRATION	195,939	578,759.75	(382,821)	295%
WATER SERVICE	641,196	443,961.74	197,234	69%
WATER MAINTENANCE	2,179,180	865,005.06	1,314,175	40%
WATER PLANT	6,116,943	4,244,803.00	1,872,140	69%
WATER STOCK	5,000	0.00	5,000	0%
	<u>12,385,448</u>	<u>7,466,109</u>	<u>4,919,339</u>	<u>5</u>

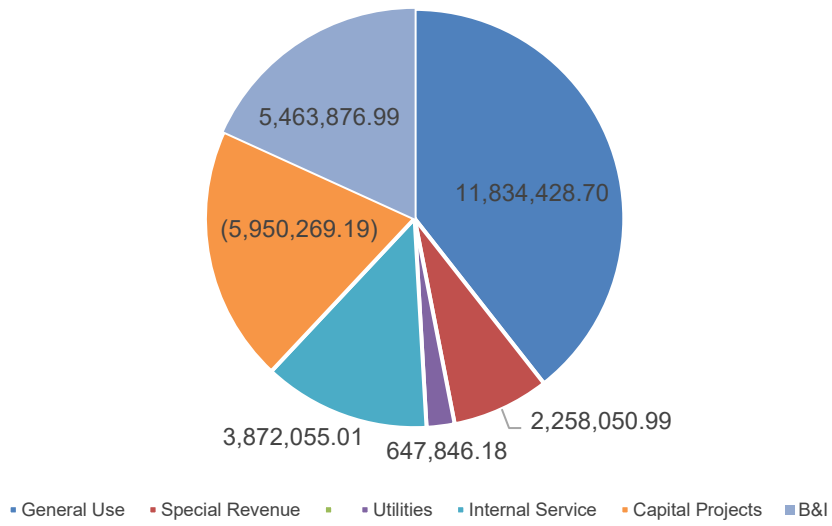
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of September 30, 2025
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	3,096,175	808,954	2,287,221	26%
ADMINISTRATION	822,715	645,229	177,486	78%
WASTEWATER SERVICE	212,398	161,172	51,226	76%
SEWER MAINTENANCE	2,122,741	1,014,951	1,107,790	48%
SEWER PLANT	3,828,885	1,778,521	2,050,364	46%
	<u>10,082,914</u>	<u>4,408,826</u>	<u>5,674,088</u>	<u>44%</u>

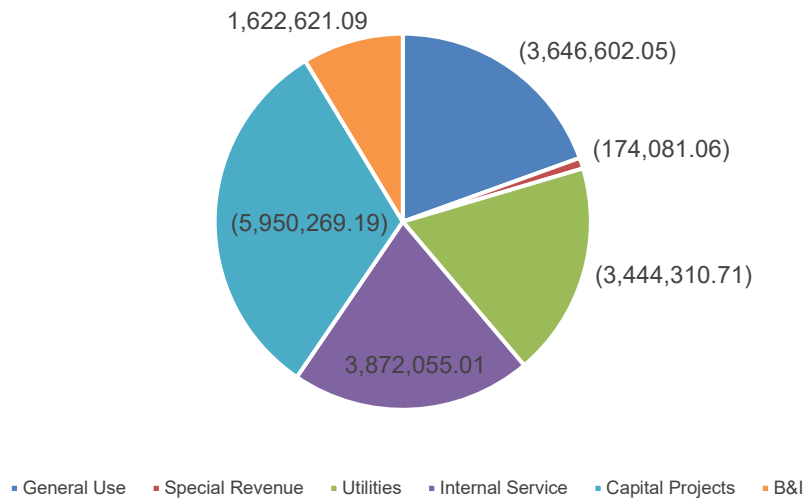
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of September 30, 2025
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,738,158	1,026,182	399,598	59%
COLLECTIONS	3,782,145	2,235,194	797,978	59%
TRANSFER STATION	2,643,661	1,688,434	535,461	64%
RECYCLING CENTER	754,712	592,786	221,275	79%
	<u>8,918,676</u>	<u>5,542,596</u>	<u>1,954,312</u>	<u>3</u>

Unencumbered Cash



Available Funds



City of Emporia
Unencumbered Cash Report
as of September 30, 2025

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	8,784,720.02	9,508,100.75	(723,380.73)	General Use	11,834,428.70	65.29%
102 Multi Year Fund	3,049,708.68	5,972,930.00	(2,923,221.32)	Special Revenue	2,258,050.99	12.46%
103 Insurance Reserve	715,190.16	688,151.92	27,038.24			
104 Vacant Property Program	1,494.50	-	1,494.50	Utilities	647,846.18	3.57%
201 Library Fund	(1.35)	-	(1.35)	Internal Service	3,872,055.01	21.36%
203 Transient Guest Tax Fund	611,678.48	815,127.81	(203,449.33)	Capital Projects	(5,950,269.19)	-32.83%
204 Industrial Fund	27,798.00	25,530.48	2,267.52	B&I	5,463,876.99	30.14%
205 Economic Sales Tax Fund	763,700.99	880,633.97	(116,932.98)		18,125,988.68	
206 Special Alcohol Fund	111,935.25	121,067.86	(9,132.61)			
207 Special Park & Recreation Fund	182,038.57	188,651.63	(6,613.06)	Budget		
208 Special Street Fund	93,649.86	185,471.65	(91,821.79)	General Use	(3,646,602.05)	
209 Drug Money Forfeitures Fund	61,771.18	59,788.01	1,983.17	Special Revenue	(174,081.06)	
210 Storm Water Fund	277,293.87	155,860.64	121,433.23	Utilities	(3,444,310.71)	
218 Emergency Shelter Grant Fund	-		-	Internal Service	3,872,055.01	
224 Fire Public Education	8,085.08		8,085.08	Capital Projects	(5,950,269.19)	
225 Police Grants Fund	1,913.23		1,913.23	B&I	1,622,621.09	
251 Emporia Homeowner Repair	(37,921.58)		(37,921.58)			
252 2014 Housing Rehab	16,900.08		16,900.08			
254 2020 CDBG Rehab Grant	1,173.19		1,173.19			
260 Land Bank	129,784.32		129,784.32			
301 Bond and Interest Fund	5,463,876.99	3,841,255.90	1,622,621.09			
305 Equipment Reserve Fund	427,671.74	314,793.79	112,877.95			
401 Coronavirus Recovery Grant	-		-			
406 Internal Improvement Fund	2,972,383.13		2,972,383.13			
407 Rec Center Projects	(33,650.34)		(33,650.34)			
409 Water Treatment Plant Improvement	740,203.07		740,203.07			
413 Water Main Improvements	(12,488,755.99)		(12,488,755.99)			
415 Civic Auditorium Project Fund	169,602.71		169,602.71			
423 Airport Improvements Fund	237,565.37		237,565.37			
428 Park Improvements Fund	(166,370.15)		(166,370.15)			
441 Paving Projects Fund	(2,162,065.51)		(2,162,065.51)			
442 Construction Projects Fund	694,540.03		694,540.03			
444 Waste water Improvement	4,086,278.49		4,086,278.49			
501 Water Utility Fund	(880,951.58)	(2,189,612.53)	(2,621,356.01)			
502 Sewer Fund	(73,762.63)	(87,424.37)	(1,337,892.06)			
503 Solid Waste Fund	1,602,560.39	3,050,628.76	514,937.36			
601 Worker's Comp Fund	2,347,818.95		2,347,818.95			
602 Health Care Fund	1,524,236.06		1,524,236.06			
708 Fire Insurance Proceeds	8,251.82		8,251.82			
	19,270,345.08					



Commission Report

Brownfields Grant Application Announcement

Title: Brownfields Grant Application Announcement

Agenda Date: October 15, 2025

Presented By: Trey Cocking, City Manager

Background:

The City of Emporia, in partnership with Emporia Main Street, is working with Terracon to prepare an Environmental Protection Agency (EPA) Brownfields Grant application. The program provides federal funding to help communities assess, clean up, and redevelop properties that may be affected by environmental contaminants.

This partnership is focused on potential remediation and redevelopment at 915 Commercial Street (former laundromat) and 115 East 5th Avenue (mechanic garage)—two key sites with strong potential for reinvestment and revitalization.

Terracon has supported communities through the EPA Brownfields Program since 1995 and has helped clients secure nearly \$100 million in grant funding nationwide, including \$12.5 million in the most recent fiscal year. Their proven expertise will help ensure Emporia's application is competitive and well-positioned for success.

Through this collaboration, the City aims to secure federal funding that will advance local redevelopment goals and encourage new investment in underutilized properties.

Discussion:

The grant application requires that notice be given to the Governing Body that the grant is being pursued.

Financial Considerations:

This is a no-fee agreement with Terracon. These services are being provided at no cost and includes the opportunity to update and resubmit the grant application for FY2027 should the grant application not be selected by EPA for the FY2026 award.

Other Considerations:

The Notice of Funding Opportunity (NOFO) guidelines were expected to be released in October, but due to the Federal Government shutdown, there is a delay. Once they are released, we will be prepared to submit.

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, October 1, 2025, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also, present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Stephen Beemer, Fire Marshall, was in attendance to accept a proclamation declaring the week of October 5 through 11, 2025, as "Fire Prevention Week" in Emporia. He stated the City of Emporia is committed to ensuring the safety and security of all those living in Emporia. Most of the electronics used in homes daily are powered by lithium-ion batteries, which, if misused, damaged, or improperly charged, can overheat, start a fire, or explode. Lithium-ion batteries store a large amount of energy in a small space and the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community. He stated for 2025 Fire Prevention Week theme is "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and community. He urged all residents to take steps to use lithium-ion batteries safely in their homes.

Mayor Harter 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.

Don Loux, 819 Constitution Street, spoke in favor of preserving the Carnegie Library as part of the history of Emporia.

**CITY COMMISSION
(Board Appointment)**

Natural Resources Advisory Board:

It was moved by Commissioner Smith seconded by Commissioner Sauder that Joyce French be appointed to the Natural Resources Advisory Board to fill an unexpired term ending December 31, 2026. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye, and Mayor Harter, aye.

**BUILDING AND NEIGHBORHOOD DEVELOPMENT
(Adopting International Building Code, 2021 Edition)
(Adopting the International Residential Code, 2021 Edition)
(Adopting the National Electrical Code, 2020 Edition)
(Adopting the International Existing Code, 2021 Edition)
(Adopting the Uniform Swimming Pool, Spa and Hot Tub Code, 2021 Edition)
(Ordinance Number 25-27)**

AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE THE BUILDING AND CONSTRUCTION REGULATIONS, 2025 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION; THE INTERNATIONAL BUILDING CODE, 2021 EDITION; THE NATIONAL ELECTRICAL CODE, 2020 EDITION; THE UNIFORM MECHANICAL CODE, 2021 EDITION; THE UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE, 2021 EDITION; THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION; AND AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 25-27 was presented to the Governing Body for their consideration.

Kory Krause, Director of Building and Neighborhood Development, was recognized and addressed the Governing Body. He stated that in a six-month period, the building department and several building contractors met and discussed significant changes that had occurred during code updates from 2015 through 2021. The discussion included 2021 International Building Code, International Residential Code, International Existing Building Code and Uniform Swimming Pool, Spa and Hot Tub Codes. Changes in building and trades codes deal with changes in definitions, new products, technologies, and installation that will improve the safety and health of everybody. The changes in the code are for life and safety concerns which the contractors are already aware of and are implementing currently. The Building Trades Board voted unanimously to move forward

and adopt the 2021 Uniform Swimming Pool, Spa and Hot Tub Code, as there is not a code to reference, and to move forward and adopt the 2021 International Existing Building Code, as the existing code does not effectively work as a stand-alone code. Staff recommend adoption of 2021 International Building Code, International Residential Code, International Existing Building Code, and the Uniform Swimming Pool, Spa and Hot Tub Code, and the 2020 National Electrical Code through the Building and Construction Regulations to take effect February 1, 2026, and not affect current projects.

Commissioner Smith made a motion to approve Ordinance Number 25-27 adopting the 2021 International Building Code, International Residential Code, International Existing Building Code, and the Uniform Swimming Pool, Spa and Hot Tub Code through the Building and Construction Regulations. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY COMMISSION
(Amending Enactment of the Joint Traffic Safety Committee)
(City of Emporia/Board of County Commissioners of Lyon County)
(Ordinance Number 25-26)

A JOINT ENACTMENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, AND THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS, AMENDING THE EMPORIA/LYON COUNTY JOINT TRAFFIC SAFETY COMMITTEE, to which the City Clerk assigned Ordinance Number 25-26 was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated in 2017, the City of Emporia and Lyon County jointly adopted City Ordinance Number 17-04 and County Resolution 9-17, that expanded the City Traffic Safety Committee into a Joint Traffic Safety Committee with representation from the City of Emporia and Lyon County. The Committee reviews traffic and parking matters and makes recommendations to the governing bodies of the City of Emporia and Lyon County. The Committee membership currently includes professional staff and civilian representatives with technical expertise. This proposed ordinance is a joint enactment of the City of Emporia and Lyon County, adding new members and updating the operations of the Committee to reflect current practices as follows:

Expands the membership of the Committee to include two resident representatives, one appointed by each governing body to serve 3-year terms.

Updates provisions related to meeting frequency, quorum requirements, and referral of items.

Updates the procedure for review by the Committee and recommendations to the appropriate governing body for final decision.

Revises outdated language to improve clarity and align with current organizational structure.

This joint enactment is scheduled to go before the Board of County Commissioners for approval on October 2, 2025. Staff recommend approval of Ordinance Number 25-26 amending the Joint Traffic Safety Committee.

Commissioner Curtis made a motion to approve Ordinance Number 25-26 amending the Joint Traffic Safety Committee. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Consent Agenda

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

- a. Minutes of the Regular Meeting held on September 17, 2025.
- b. 2025 Street Rehabilitation Project No. PV2501 - Change Order No. 1.

The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

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 OCTOBER 15, 2025, MEETING.

- Special Presentation for the Wall that Heals.
- Proclamation Recognizing October 19-25 as Friends of the Library.
- Voluntary Annexation of Property South of Transfer Station.

**CITY COMMISSION
(Governing Body Comment)**

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

EXECUTIVE SESSION

Mayor Harter motion to recess into Executive Session for 20 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 this room at approximately 11:36 a.m. Commissioner Brinkman seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

Upon reconvening the meeting in Regular Session, at 11:36 a.m., this same date, in Conference Room 1AB, Commissioner Sauder made a motion to continue the executive session discussion for the reason stated previously with all the same pertinent city staff and resume in this room at approximately 11:43 a.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; and Mayor Harter, aye. Commissioner Curtis and Commissioner Smith were not present at the time of the vote.

Upon reconvening the meeting in Regular Session, at 11:43 a.m., this same date, in the City Commission Meeting Room, Mayor Harter stated they had discussed confidential data of a third party relating to economic development and no action was taken.

Mayor Harter a motion to recess the meeting at 12:00 p.m. at Conference Room 1AB. Commissioner Brinkman seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Commissioner Smith, aye.

The following items were discussed at the Study Session:

1. Carnegie Library discussion.
2. Mowing Orders and Procedure.

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

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report-Consent Agenda

Authorization of Fire Line Expense-502 Commercial

Title: Authorization of Fire Line expense payment for 502 Commercial

Agenda Date: October 15, 2025

Presented By: Mark Detter, Deputy City Manager

Background:

The Department of Housing and Urban Development awarded the City of Emporia a Hope VI (6) grant for \$500,000 for the restoration of the building at 502 Commercial. Ben Moore (local architect) is the owner of the building. Mr. Moore has encountered significant expenses during the project related to City infrastructure and other City services.

Discussion:

The specific request for Fire Line expense is something the City budgets yearly in the Multi-Year Fund to assist downtown properties on fire line upgrades. The expense being approved by the Commission is the fire line, which costs \$45,988.50. Mitchell-Markowitz Construction managed the installation of the fire line.

Financial considerations:

In addition to the fire line expense of \$45,988.50, the City is also paying for work Mitchell-Markowitz did on the Storm Sewer at 502 Commercial, which costs \$47,279.45. The City is also waiving or reimbursing landfill fees totaling \$48,182.89. The Storm Water fees are maintenance that can be authorized by the City Manager. Landfill fees are waived by the City Manager for project-specific items, such as structure fires, and revitalization projects undertaken by Housing and Land Bank commercial rehabilitation projects.

Recommended action:

Approve payment of \$45,988.50 to 502 Lofts, LLC for fire line construction.

Attachments:

Mitchell Markowitz Fire Line Expense
Mitchell Markowitz Stormwater Expense
Summary of Landfill Fees, Stormwater, and Fire Line Expense.



**Mitchell-Markowitz Construction
Co. INC.**

Powered by RedTeam

LETTER

07/07/2025- R1

Ben Moore
502 Lofts, LLC

,

Re: 502 Commercial Fire Line Water Service Cost Breakdown
1930001 - 502 Lofts

Dear Ben Moore,

Burnap Bros., Inc. ----- \$ 30,975.00

Roy Miller Backhoe ----- \$ 9,015.00

City Dump Fees -----Pulled

SUB TOTAL ----- \$ 39,990.00

Contractor Fee & Overhead (15%) ----- \$ 5,998.50

GRAND TOTAL ----- \$ 45,988.50

The following Attachment is hereby incorporated by reference:

Please contact me via email at blake@mitchell-markowitz.com or by telephone at (620) 343-6840 if you have questions or require additional information.

Regards,

Mitchell-Markowitz Construction Co. INC.

Blake Mitchell
Vice President



**Mitchell-Markowitz Construction
Co. INC.**

Powered by RedTeam

LETTER

08/05/2025

Ben Moore
502 Lofts, LLC

,

Re: 502 Lofts - Storm Sewer
1930001 - 502 Lofts

Dear Ben Moore,

Project # 1930001 - Storm Sewer

SEWER EXCAVATION -----	39,630.00
CONTRACTOR FEE -----	5,944.50
TOTAL -----	\$ 45,574.50

The following Attachment is hereby incorporated by reference:

Please contact me via email at blake@mitchell-markowitz.com or by telephone at (620) 343-6840 if you have questions or require additional information.

Regards,

Mitchell-Markowitz Construction Co. INC.

Blake
Mitchell
Vice President

502 Lofts

Company	Item	Date	Amount
502 Lofts LLC	Dump Fee	2/23/24	\$ 625.11
502 Lofts LLC	Dump Fee	2/17/24	\$ 173.30
502 Lofts LLC	Dump Fee	3/21/24	\$ 606.76
502 Lofts LLC	Dump Fee	2/21/24	\$ 865.05
502 Lofts LLC	Dump Fee	2/27/24	\$ 100.33
502 Lofts LLC	Dump Fee	8/26/24	\$ 108.48
502 Lofts LLC	Dump Fee	3/5/24	\$ 658.15
502 Lofts LLC	Dump Fee	8/16/24	\$ 678.79
502 Lofts LLC	Dump Fee	3/12/24	\$ 553.50
502 Lofts LLC	Dump Fee	10/2/24	\$ 475.16
502 Lofts LLC	Dump Fee	3/29/24	\$ 727.29
502 Lofts LLC	Dump Fee	3/20/24	\$ 111.99
502 Lofts LLC	Dump Fee	3/1/24	\$ 218.91
502 Lofts LLC	Dump Fee	3/23/24	\$ 730.77
502 Lofts LLC	Dump Fee	12/24/24	\$ 479.59
502 Lofts LLC	Dump Fee	9/9/24	\$ 564.54
502 Lofts LLC	Dump Fee	4/13/24	\$ 623.53
502 Lofts LLC	Dump Fee	4/3/24	\$ 652.63
502 Lofts LLC	Dump Fee	4/5/24	\$ 605.18
502 Lofts LLC	Dump Fee	2/6/24	\$ 317.38
502 Lofts LLC	Dump Fee	1/17/25	\$ 287.45
502 Lofts LLC	Dump Fee	2/1/25	\$ 290.23
502 Lofts LLC	Dump Fee	2/14/25	\$ 431.42
502 Lofts LLC	Dump Fee	3/4/25	\$ 1,426.79
502 Lofts LLC	Dump Fee	3/7/25	\$ 264.55
502 Lofts LLC	Dump Fee	3/1/25	\$ 356.35
502 Lofts LLC	Dump Fee	3/14/25	\$ 491.72
502 Lofts LLC	Dump Fee	3/10/25	\$ 1,257.29
502 Lofts LLC	Dump Fee	3/13/25	\$ 615.61
502 Lofts LLC	Dump Fee	3/18/25	583.94
502 Lofts LLC	Dump Fee	3/12/25	864.43
502 Lofts LLC	Dump Fee	3/14/25	501.12
502 Lofts LLC	Dump Fee	3/18/25	540.79
502 Lofts LLC	Dump Fee	3/19/25	450.31
502 Lofts LLC	Dump Fee	3/20/25	606.91
502 Lofts LLC	Dump Fee	3/21/25	451.01
502 Lofts LLC	Dump Fee	3/24/25	559.93
502 Lofts LLC	Dump Fee	3/27/25	488.94
502 Lofts LLC	Dump Fee	4/3/25	480.24
502 Lofts LLC	Dump Fee	4/1/25	414.12

502 Lofts LLC	Dump Fee	4/4/25	339.3
502 Lofts LLC	Dump Fee	4/8/25	601.98
502 Lofts LLC	Dump Fee	4/11/25	555.41
502 Lofts LLC	Dump Fee	4/9/25	\$ 346.96
502 Lofts LLC	Dump Fee	4/25/25	\$ 9,939.69
502 Lofts LLC	Dump Fee	5/5/25	\$ 2,930.01

\$ 35,952.94

Roy Miller Backhoe	Dump Fee	6/4/25	\$ 417.89
Roy Miller Backhoe	Dump Fee	6/4/25	\$ 419.05
Roy Miller Backhoe	Dump Fee	6/4/25	\$ 430.49
Roy Miller Backhoe	Dump Fee	6/4/25	\$ 313.49
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 340.86
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 439.61
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 437.15
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 442.65
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 423.83
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 423.83
Roy Miller Backhoe	Dump Fee	6/5/25	\$ 300.17
Roy Miller Backhoe	Dump Fee	6/6/25	\$ 428.17
Roy Miller Backhoe	Dump Fee	6/6/25	\$ 401.68
Roy Miller Backhoe	Dump Fee	6/6/25	\$ 471.47
Roy Miller Backhoe	Dump Fee	6/6/25	\$ 515.92
Roy Miller Backhoe	Dump Fee	6/24/25	\$ 27.18

\$ 6,233.44

Mitchell-Markowitz	Dump Fee	5/8/25	\$ 671.29
Mitchell-Markowitz	Dump Fee	5/2/25	\$ 810.44
Mitchell-Markowitz	Dump Fee	4/30/25	\$ 423.86
Mitchell-Markowitz	Dump Fee	4/22/25	\$ 1,022.30
Mitchell-Markowitz	Dump Fee	4/24/25	\$ 615.26
Mitchell-Markowitz	Dump Fee	4/28/25	\$ 434.08
Mitchell-Markowitz	Dump Fee	6/18/25	\$ 67.51
Mitchell-Markowitz	Dump Fee	4/23/25	\$ 564.80
Mitchell-Markowitz	Dump Fee	4/9/25	\$ 10.00
Mitchell-Markowitz	Dump Fee	6/2/25	\$ 206.02
Mitchell-Markowitz	Dump Fee	6/4/25	\$ 38.28
Mitchell-Markowitz	Dump Fee	5/28/25	\$ 1,132.67

\$ 5,996.51

Grand Total			\$ 48,182.89
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502 Lofts

Dump Fees			\$ 48,182.89
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Fire Line			\$ 45,988.50
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Storm Sewer			\$ 47,279.45
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Total			\$ 141,450.84
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Commission Action Report

Replacement Jones Mower Shed

Title: Replacement Jones Mower Shed

Agenda Date: October 15, 2025

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

Background:

The exact age of the building is unknown, but it has been in place for over 30 years. The structure measures 21 feet by 22 feet and is used to store three large mowers that maintain City property on the west side of town. When all three mowers are inside, there is no remaining space to move around. On rainy days, we perform maintenance on the mowers, but due to limited space, two must remain outside in the rain while one is being serviced. Tool storage is minimal, so when additional tools are needed, staff must return to the Park barn to retrieve them. As shown in the attached photos, the block foundation is deteriorating, the siding is rotting, and the garage door is barely wide enough to fit the mowers. The door must even be forced past its normal stop point to allow enough entry clearance.

Discussion: Code Services has verified that the replacement building meets all of their requirements.

Building quotes have been received from Alan's Factory Outlet, Viking Manufacturing, Inc., and ProBuilt Steel Buildings. Two additional companies were contacted, but did not respond. Concrete quotes were received from S.R. Coffman Construction, Inc. and Mitchell Markowitz Construction Co., while three other companies contacted did not respond.

The Multi-Year fund has \$30,000.00 allocated in the 2025 CIP for the Jones Mower Shed.

Financial considerations: Request to purchase building from Alan's Factory Outlet for \$12,244.50 and concrete from S.R. Coffman Construction, Inc. for \$16,675.00 for a total of \$28,919.50.

Recommended action:

Approve the request to purchase a building from Alan's Factory Outlet and have the concrete work completed by S.R. Coffman Construction.

Attachments:

Alan's Factory Outlet building quote
Viking Manufacturing, Inc. building quote
ProBuilt Steel Buildings building quote
S.R. Coffman Construction, Inc. concrete quote
Mitchell Markowitz Construction Co., Inc., concrete quote
Photos of the existing mower shed

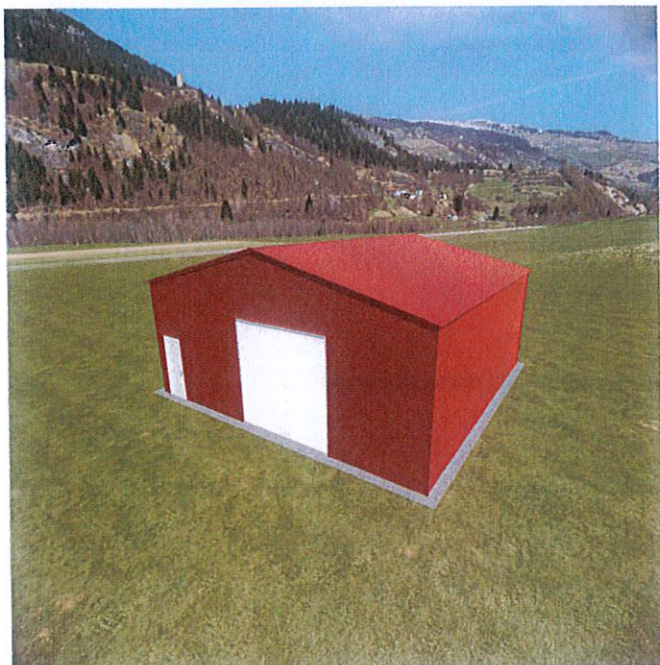


Your Custom Metal Building Design

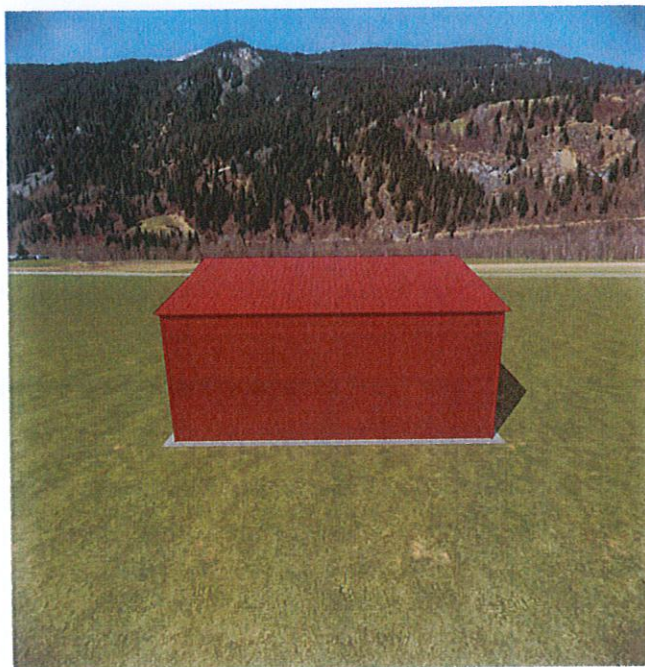
alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/Kix51GqQ/

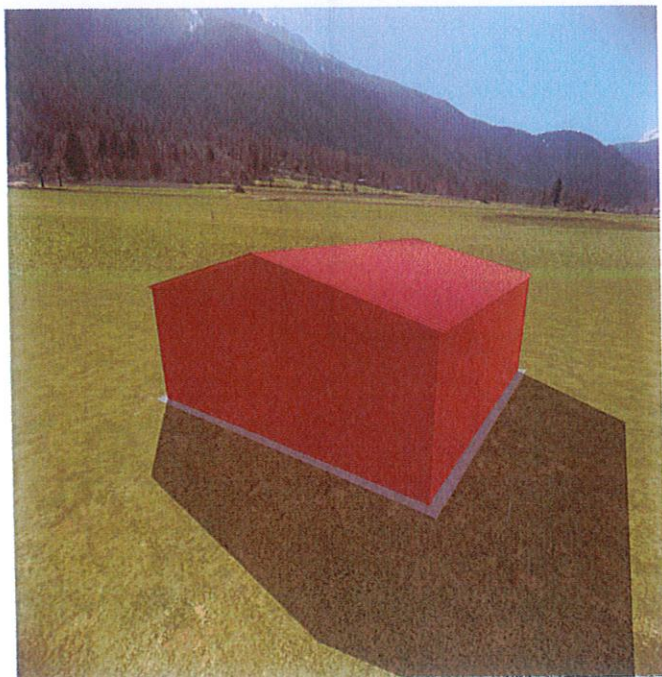
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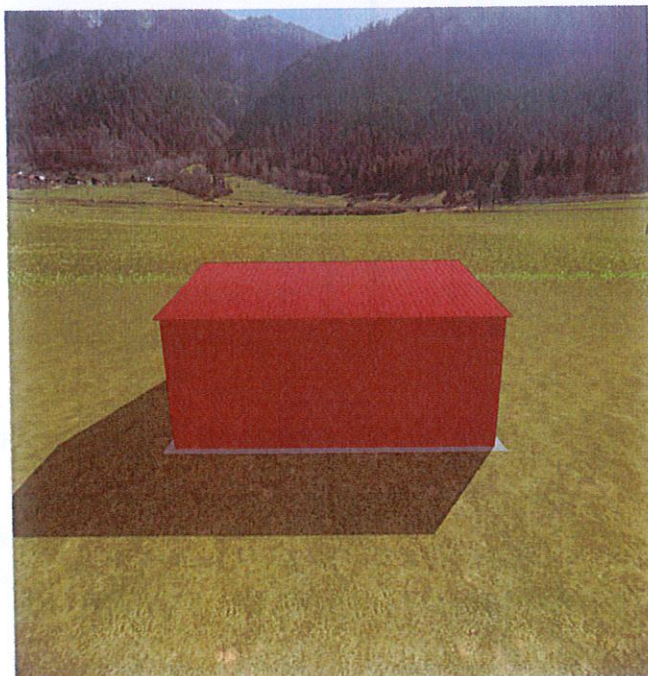
Front



Right

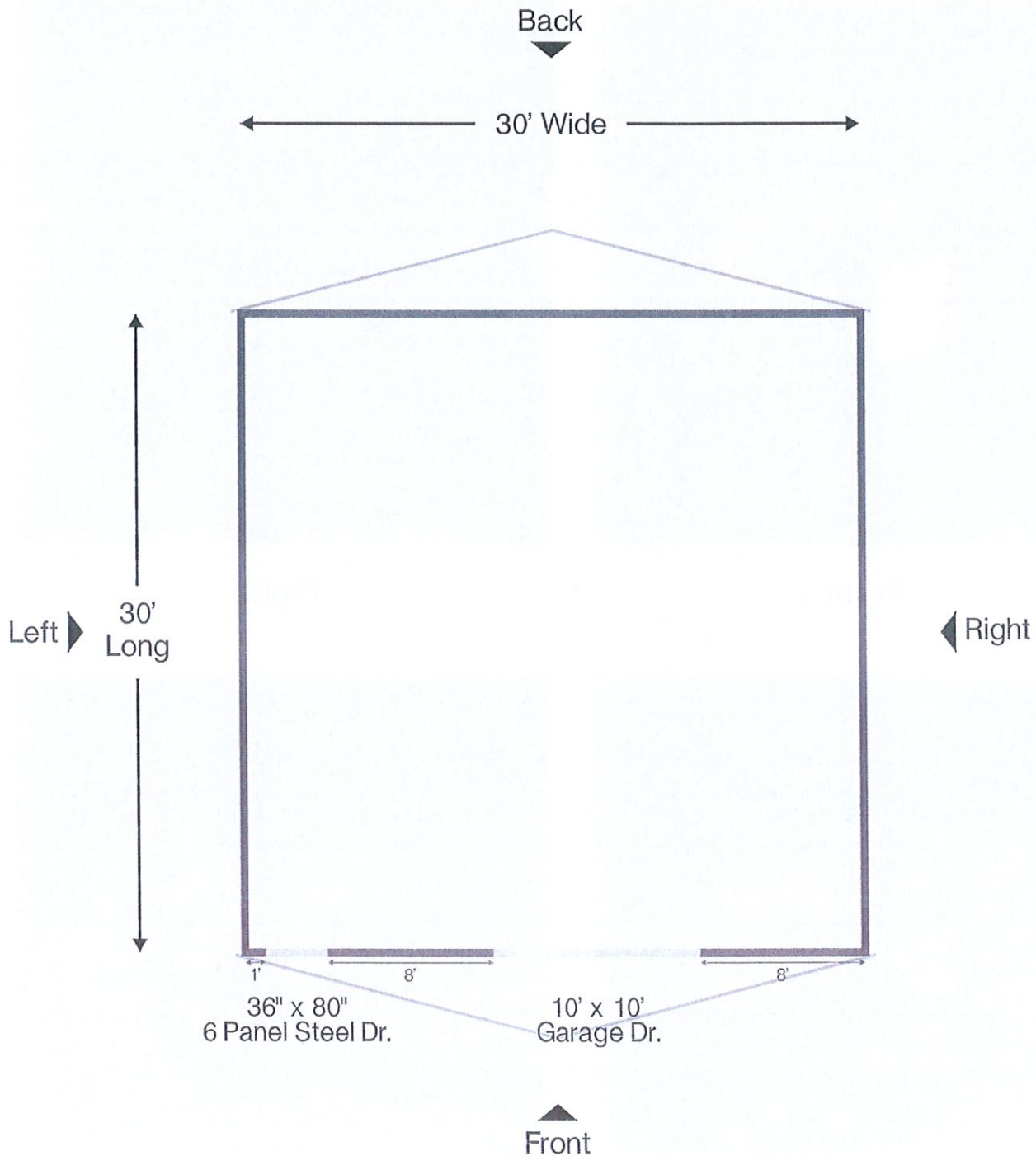


Back



Left

Edit or Buy Your Design: alansfactoryoutlet.com/design/Kix51GqQ/



Floor Plan



Your Custom Metal Building Design

alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/Kix51GqQ/

Delivery Zip Code: 66801

30 x 30 Vertical Roof Metal Garage	\$13,605.00	1	\$13,605.00
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Roof Pitch on Triple Wide: 3/12 Standard

Roof Color: Barn Red

Trim Color: Barn Red

Side & End Color: Barn Red

Garage Door Color: White

Galvanized or Colored Screws: Colored Screws

Certified Triple Wide Options: Certified 150 mph and 35 psf 5' on center - 30' Long

29 GA or 26 GA Sheeting: Standard 29 GA

Leg Height Fully Enclosed: 12' Leg Height Fully Enclosed – 30x30

Horizontal or Vertical Sides: Horizontal Sides

Vertical Deluxe Two Tone on Side: Without Vertical Deluxe Two Tone

Horizontal or Vertical Ends: Horizontal Ends

Vertical Deluxe Two Tone on End: Without Vertical Deluxe Two Tone

Garage Doors 10'x10': One 10' Wide x 10' Tall Garage Door

6 Panel Steel Walk in Door: One 6 Panel Steel Walk in Door 36" Wide x 80" Tall

Installation Surface: Concrete

Power Outlet Available Within 100ft: Yes, Power Outlet Within 100ft

Garage Doors 10'x10' Locations End: 1 Garage Door 10'x10' on End

Walk in Door Location: Walk in Door on Front End 1' From Left Side

Subtotal:	\$13,605.00
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Limited Time 10% Discount:	-\$1,360.50
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Delivery & Installation:	FREE for Zip Code 66801
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Tax:	Calculated in Checkout
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Total:	\$12,244.50
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Deposit to Order:	\$2,081.57
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Prices subject to change without notice



For Office Use Only

7108 N Fresno St. (Ste. 270) Fresno CA

M-F 8AM – 4:30PM

www.vikingmfg.net

Name: Gerald Tucker Phone:
6203414377 Email:
jtucker@emporiaks.gov
Quote Date: 6/25/2025
Quote is valid for 30 days

Project Number: 1009593536

Project Location: 2300 Lincoln Street Emporia
KS 66801

COLD FORMED BUILDING PROPOSAL

BUILDING DIMENSIONS:

Width: 30' - 0"
Length: 30' - 0"
Eave Height: 12' - 0"
Peak Height: 15' - 9"
Roof Pitch: 3:12

Overhang: 0"

LOAD DETAILS:

Building Code: 2021 IBC
Wind Speed: 104 mph
Soil Bearing: 1500 psf
Ground Snow Load: 20 psf
Roof Snow Load: 17 psf
Extra Roof Dead Load: N/A

SHEETING DETAILS:

Roof: PBR Panel 26G RUS-RED
Walls: PBR Panel 26G RUS-RED
Eave Trim: Eave Trim Gutters:
Product Not Available

MEZZANINE DIMENSIONS:

Height: N/A
Bays: N/A
Live Load: N/A

LEAN-TO A DIMENSIONS:

Width: N/A
Length: N/A
Eave Height: N/A
Roof Pitch: N/A

LEAN-TO B DIMENSIONS:

Width: N/A
Length: N/A
Eave Height: N/A
Roof Pitch: N/A

OPENING DETAILS:

Roll Up Doors: (1) One - 10'x10' Model 1000 VMI Roll Up Door
Framed Openings: None
Windows: None
Personnel Doors: (1) One - 3'x6' - 8" VMI Personnel Door

INSULATION DETAILS: None

Sales Terms

Minimum Deposit: \$3,775.95
Due on Release to Fabrication: \$7,551.91
Due before Delivery: \$3,775.95

Building Contract Price: \$15,103.81 *

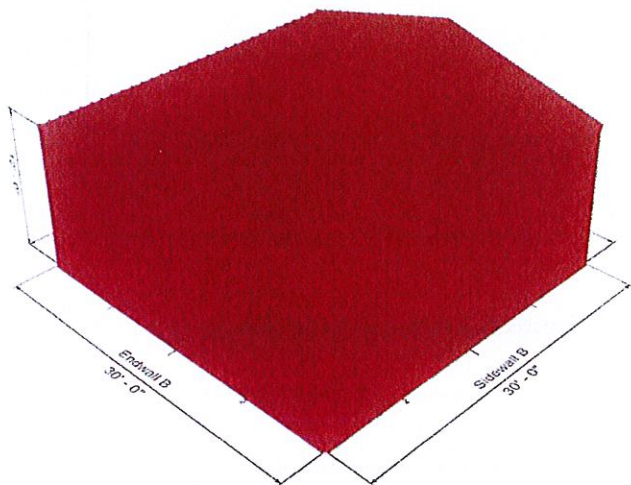
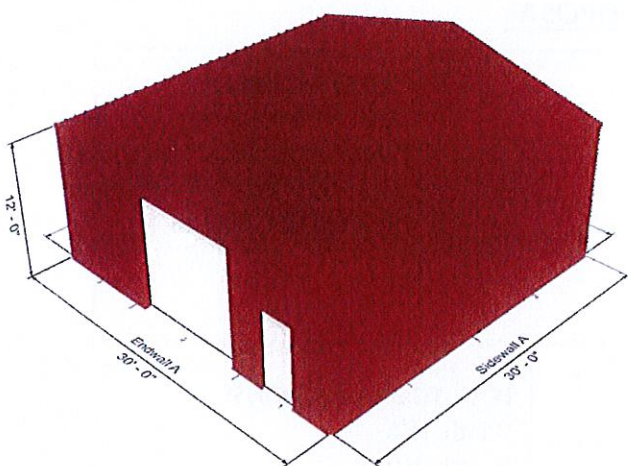
Initial Acceptance: _____ Date: _____

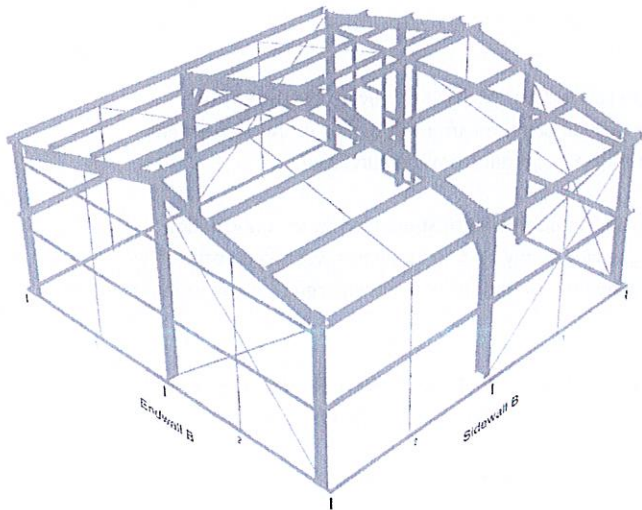
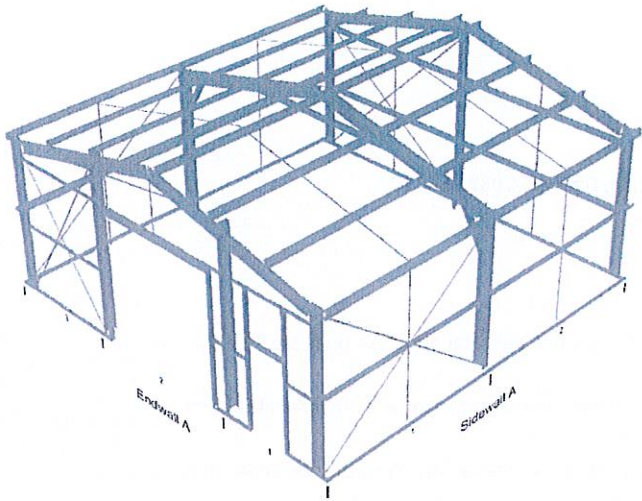
*The price above does not include taxes. The tax rate applied to the order is 8.35%, as of 11/28/23 regardless of project location. Tax rate is subject to change depending on CA tax rate developments, tax rate is no longer subject to change at the time an order is put into fabrication

Contractor Installation Estimate: \$ 9,000.00

(Not included in contract price above)

Scheduling Deposit: \$ 900.00





VIKING MANUFACTURING BUILDING COMPONENT SALES AGREEMENT

This Building Component Sales Agreement ("Agreement") is entered into as of [Date], by and between Viking Manufacturing ("Seller") and [Customer's Name] ("Purchaser"). The undersigned Purchaser, enters into this Building Component Sales Agreement ("Agreement") with Viking Manufacturing ("Seller"). By this Agreement, Seller shall deliver the components for a steel building ("materials" or "kit") to the building site address noted herein.

Project's Information

1. PARTIES

Seller: Viking Manufacturing, with its principal place of business at 7108 N Fresno St (Ste. 270), Fresno CA 93720.

Purchaser: As described in the first page of the Contract.

2. PAYMENT TERMS

- Engineering Documentation: A non-refundable initial payment of twenty-five percent (25%) of the total purchase price shall be due upon signing this Agreement.
- Fabrication Payment: Fifty percent (50%) of the total purchase price shall be due before the commencement of fabrication and after obtaining all necessary permit approvals (obtained by Seller).
- Final Payment: The remaining amount plus any applicable taxes, shall be due before delivery of the Goods. Wherein the Seller shall have the right not to start the fabrication until and unless the final payment have been received.
- Delay Damages: Purchaser's failure to pay the Final Payment on within one week from the Seller's request, shall entitle the seller an amount equals to 10% of the Final Payment for every week of delay.
- Storage Fees: If the Purchaser fails to receive the order on the confirmed date, storage fees will be applied plus any other fees incurred by the Seller.

3. INSTALLATION

- Seller shall not be responsible for the installation of the Goods. Purchaser shall be solely responsible for ensuring that the installation is performed in a proper and safe manner.
- Seller may assist in facilitating the installation by connecting the Purchaser to a third-party installer. Seller shall not be responsible for the performance of the third-party installations. It is the Purchaser's responsibility to manage the third-party installer.
- Purchaser acknowledges that the installation estimate set out in the Contract is just and only a roughly estimate amount that the seller brought to the Purchaser upon his request without any liability on the Seller of the rising or fall of such amount.

4. TERMS AND CONDITIONS

5.1 Pricing

Pricing is subject to change based on market conditions at the time of Release to Fabrication. Prices and delivery are subject to material availability and are tied to the CRU Steel Index. Accordingly, if prices change at any time after the signing of this Agreement and before delivery, Seller reserves the right to adjust the price and request additional payment from the Purchaser.

5.2 Release to Fabrication

Seller must receive a completed, signed Release to Fabrication Form along with any applicable fabrication deposit, as confirmation that Purchaser has approved the Cold Formed Building Design Documents. No changes of any kind by Purchaser will be accepted after Seller's receipt of the signed Release Form and the fabrication deposit, including but not limited to changes required by a government agency issuing a permit.

5.3 Fabrication and Possession

Upon receipt of the signed Release Form and any applicable fabrication deposit, Seller will schedule the building for fabrication. Purchaser will have thirty (30) days after completion of fabrication to take possession of the building materials, unless otherwise notified by Seller.

If the provisions in this section are not met, Seller reserves the right to adjust the provisions and prices in this Agreement.

5.4 Contract Validity

The total value of this agreement (price) is valid through the lifetime of the project starting from the date this agreement is signed by the purchaser.

All deposits are non-refundable such as -but not limited to- the Minimum Deposit and Scheduling Deposit.

Taxes are not included. All applicable sales tax (California only) will be applied at the time of completion of building fabrication and included in the final invoice.

The balance owed must be paid before delivery. A check must be received by Seller at least six (6) days prior to delivery or a wire transfer within two (2) days prior to delivery.

5.5 Design Documents

Cold Formed Building Design Documents based on the specifications outlined in this Contract Proposal are included. Architectural, electrical, plumbing, fire sprinkler, solar PV system, etc. services may be required but are not provided by Seller.

Purchaser is responsible for reviewing and verifying this Contract Proposal and all specifications contained therein. Purchaser's signature on the Contract Proposal shall be deemed as Purchaser's full approval of all specifications. Purchaser is also responsible for reviewing all design approval drawings and verifying that the drawings meet project requirements. The Purchaser's Release to Fabrication shall be deemed as the Purchaser's full approval of all aspects of the building design.

5.6 Accessories and Installation

The building price includes accessories, factory-located openings, only to the extent expressly stated in this Contract Proposal.

Installation, erection, Plywood, concrete pouring, Forklift, and inspection services are not included as part of Seller's Contract Proposal and are out of the Seller's scope of Work.

Seller is responsible for fabrication (and related Cold Formed Design Documents) only, and Purchaser is responsible for all other ancillary requirements and actions, including but not limited to building code requirements, applicable permits, installation, erection, foundation, concrete pouring and bringing a forklift on the dates of material delivery at the Purchaser's own cost.

5.7 Change Orders

Changes to this Agreement can only be made by a written Change Order, clearly outlining the changes. Changes may include, but are not limited to, customer-requested revisions and requirements of the governmental agency issuing the permit. Any Change Order must be mutually agreed upon and properly endorsed by Purchaser and Seller.

Any change order might be associated with a change in the Agreement's Total Value. Purchaser agrees to pay any additional fees associated with this change.

5.8 Title and Risk of Loss

Title passes at the time and place of shipment unless otherwise specified. Any claims must be made in writing no later than fifteen (15) days from the shipment date. All sales are final, and no returns will be accepted. Risk of loss passes to Purchaser upon tender of the Goods to Purchaser.

5.9 Disputes

Any disputes arising from this Agreement, or any Amendments or Change Orders, shall be referred to the American Arbitration Association (AAA) to be resolved by Arbitration using one Arbitrator.

5.10 Insurance

It is Purchaser's sole responsibility to contact their insurance company to secure coverage, if applicable.

5.11 Tax Exemption

If the Purchaser is tax-exempt, a copy of the Purchaser's tax exemption certificate must be attached to this original Agreement.

5.12 Attorney's Fees

To the extent otherwise permissible by law, Seller reserves the right to recover attorney's fees and the expenses arising out of any cause of action for which Seller is successful and/or found least culpable including but not limited to Arbitration expenses, interest rates.

5.13 Modifications

No modifications, limitations, waivers, or discharge of this Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized representative.

Seller may unilaterally correct any mathematical and typographical errors in this Agreement.

This Agreement is only for the benefit of the parties hereto, except all disclaimers and limitations applicable to Seller shall also benefit Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions, including limitations, waivers, and disclaimers, shall also apply.

5.14 Delivery

Purchaser acknowledge that delivery dates provided by the Seller are set to be tentative and estimated which is subject to further modifications at anytime.

Purchaser agrees that the Seller shall not be held liable for any costs incurred by the Purchaser due to changes in the load date.

Purchaser agrees that the Seller shall have the right to delay the Order's delivery until the Full amounts are paid to the Seller.

5.15 Miscellaneous

Showcasing Designs: The Purchaser grants the Seller the right to display the completed design work on the Seller's website, social media platforms, and other marketing channels. This includes, but is not limited to, portfolios, case studies, and design showcases.

Use of Purchaser Logo: If the Purchaser is a business entity, the Purchaser agrees to allow the Seller to feature the Purchaser's logo on the Seller's website and promotional materials. This will be used to signify the Purchaser as a valued partner and to showcase the collaborative work done.

-

Acceptance of Proposal and Confirmation of Contract

BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS CONTAINED HEREIN AND MADE A PART HEREOF AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF VIKING MANUFACTURING, INC

_____	_____
Buyer Signature	Date

Print Name	

 ProBuilt Steel Buildings 3752 W Us Hwy 90 Florida 32055 clehr@probuiltsteel.com (386) 754-1818	Sales: Chris Lehr 3752 W Us Hwy 90 Florida 32055 clehr@probuiltsteel.com	Building Quote QTE-012686 Date 09/16/2025 Total \$13,992.55
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CUSTOMER DETAILS

City Of Emporia Jerry Tucker Billing Address 60 Soden Rd. Emporia Ks 66801 Emporia, Kansas 66801 Shipping Address 60 Soden Rd. Emporia Ks 66801 Emporia, Kansas 66801 jtucker@emporia.ks.gov (620) 341-4377	Triple Wide Garages - 30 x 30 x 12 Roof Color: Barn Red Trim Color: Barn Red Sides/Ends Color: Barn Red Wainscot Color: Barn Red 
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Ready for Installation? ☐
 Jobsite Level? ☒
 Permit Required? ☒
 Inside City Limit? ☐
 Electricity Available? ☒
 Installation Surface? Concrete

Building Dimension 30'W x 30'L x 12'H	Roof Style Vertical	Gauge 12 Gauge	Wind/Snow Rating 150 MPH + 50 PSF Certified	Distance on Center 4 Feet
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30X30' Vertical Roof (Roof 31' Ga : 12 3/12' Roof Pitch)	1	\$6,245.00
12' Height	1	\$570.00
150 MPH + 50 PSF Certified	1	\$0.00
Ends - Closed Horizontal	2	\$4,430.00
Sides - Closed Horizontal	2	\$1,240.00
Front - 10x10' Garage Door (Roll-Up)	1	\$800.00
Left - 36x80" Walk-in Door (Man Door)	1	\$300.00
Colored Screws	1	\$407.55
Wainscot Barn Red	1	\$0.00
Permit Required : No		

NOTES	Building Amount:	\$13,992.55
	Manufacturer Discount:	(\$0.00)
	Sub Total:	\$13,992.55
	Additional Charges	\$0.00
	Grand Total	\$13,992.55
	Pay Now	
	Downpayment	\$2,098.88
	Balance Due	\$11,893.67

BUILDING VIEW



FRONT

BUILDING VIEW



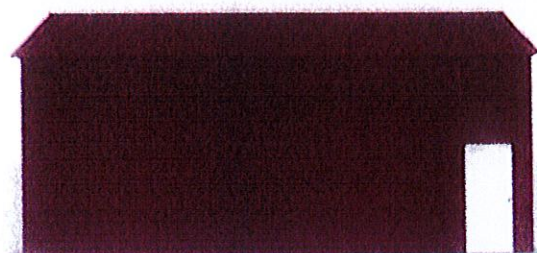
RIGHT

BUILDING VIEW



BACK

BUILDING VIEW



LEFT

S. R. Coffman Construction, Inc.
P.O. Box 983
311 Peyton Street
Emporia, KS 66801
620-342-7200

24th Ave & Lincoln St
Jerry Tucker
jtucker@emporiaks.gov
September 10, 2025

This quotation is for work to take place at 24th Ave & Lincoln St in Emporia, KS.
The following work is included:

Concrete

- 1'x3' frost footing around perimeter of slab.
- Form, pour, and finish 31'x31' 4,000 psi concrete slab on grade with 1/2" rebar, 2' centers each way.

Total Cost: \$16,675
Sales tax not included

Nothing is included for relocating of existing utilities, surveying, soil/compaction testing, rock excavation, grading material, 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



**Mitchell-Markowitz
Construction Co. INC.**
Powered by RedTeam

FIXED PRICE PROPOSAL

08/20/2025

Kevin Hanlin
CITY OF EMPORIA
P.O. BOX 928
EMPORIA, KS 66801

Re: Our Proposal 1290006 for **City of Emporia Jones Park Footings and Foundation**

Facility Name: CITY OF EMPORIA

CITY OF EMPORIA, P.O. BOX 928, EMPORIA, KS 66801

This Proposal is for the Project referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to furnish the following:

SCOPE OF WORK

- Dig and pour footings for a 31'x31' slab.
- Trench Footings to be 12"x36"
- Footings to have 3 horizontal bars #4 and #4 uprights every 2'.
- Slab to be 5" with #3 bar on 2' centers
- Sawcut into 1/3's each way.

EXCLUDED:

- sales tax
- dump fees
- permit
- pump truck if needed
- mechanical, electrical, plumbing

Price: \$ 17,767.50 *Seventeen Thousand Seven Hundred Sixty Seven Dollars and Fifty Cents*

Time: The duration of the Work to achieve Substantial Completion is TBD.

Terms: NET30, 0% Retainage

Clarification(s): - None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Please contact me at (620) 343-6840 or via e-mail jim@mitchell-markowitz.com if you have any questions or require additional information.

Regards,

Mitchell-Markowitz Construction Co. INC.

Jim Geitz

Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Work. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by **Mitchell-Markowitz Construction Co. INC.** may result in additional charges. Invoices for Work

responsible for all of **Mitchell-Markowitz Construction Co. INC.'s** attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest on all unpaid amounts at 1 1/2 % per month.

Customer Signature: _____ Date: _____
CITY OF EMPORIA











Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: October 15, 2025

Presented By: Trey Cocking, City Manager

Background:

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

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, November 5, 2025.

Commission Meeting :

- Proclamation Recognizing Small Business Saturday
- Proclamation Recognizing Animal Shelter Week
- Resolution for Hazardous Mitigation Plan

Study Session :

- Zoo Update



Study Session Report

Appoint Interviewing Commissioners
to the Emporia/Lyon County Joint Traffic Safety Committee

Title: Appoint Interviewing Commissioners to Joint Traffic Safety Committee

Agenda Date: October 15, 2025

Presented By: Trey Cocking, City Manager

Background:

At the October 1, 2025, City Commission meeting, Ordinance 25-26 was passed, expanding the Joint Traffic Safety Committee to include a City residential appointee.

This City resident representative position will be handled as a regular City volunteer board appointment; therefore, applications will need to be submitted, and interviews will be conducted.

Discussion:

Appoint two City Commissioners to conduct interviews for the City's resident representative position on the Emporia/Lyon County Joint Traffic Safety Committee.

Attachments:

Joint Enactment for City of Emporia Ordinance No. 25-26 and Lyon County Resolution No. 20-25

JOINT ENACTMENT

CITY OF EMPORIA ORDINANCE NO. 25-26

LYON COUNTY COMMISSION RESOLUTION NO. 20-25

A JOINT ENACTMENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, AND THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS, AMENDING THE EMPORIA/LYON COUNTY JOINT TRAFFIC SAFETY COMMITTEE.

WHEREAS, the Governing Body of the City of Emporia, Kansas, and the Board of County Commissioners of Lyon County, Kansas, previously adopted City Ordinance 17-04 and County Resolution 9-17, establishing the Joint Traffic Safety Committee by Joint Enactment; and

WHEREAS, the Governing Body of the City of Emporia, Kansas, and the Board of County Commissioners of Lyon County, Kansas, find it beneficial to make certain updates to the Joint Traffic Safety Committee;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lyon County, Kansas, that Lyon County Resolution 9-17 is hereby repealed and replaced with the following.

Section 1 – Establishment, Membership, and Meetings. Joint Traffic Safety Committee; Membership and Operations.

(a) There is hereby established the Emporia/Lyon County Joint Traffic Safety Committee for the purpose of reviewing and making recommendations on traffic and parking matters within the City of Emporia and Lyon County.

(b) The Committee shall consist of eleven (11) members.

The City shall appoint six (6) members: the City Manager or designee (who shall serve as the Chair), the Fire Chief or designee, the Police Chief or designee, the Public Works Director or designee, the City Engineer or designee, and one (1) resident representative.

The County shall appoint five (5) members: one (1) from the Lyon County Highway Department, one (1) from the Lyon County Sheriff's Department, two (2) civilian members with technical experience, and one (1) resident representative.

(c) Resident representatives shall be appointed to three-year terms and may be reappointed. Vacancies occurring before the expiration of a term shall be filled for the unexpired term.

(d) The Committee shall meet as needed at the call of the Chair or upon request by the City or County.

(e) A majority of members shall constitute a quorum. Any action of the Committee shall require a majority vote of the members present."

Section 2 – Submission and Referral Procedures. Submission and Referral of Traffic and Parking Matters.

(a) Any person may submit a written request to the City of Emporia or Lyon County for consideration of a traffic or parking matter. Upon receipt, City or County staff shall review the request and determine whether the matter is appropriate for referral to the Joint Traffic Safety

Committee. If the matter is referred to the Committee, the requestor shall be notified of the date and time of the meeting at which the matter will be considered.

- (b) The City of Emporia or Lyon County may, on its own initiative, refer a traffic or parking matter to the Committee for consideration.
- (c) All referred or initiated items shall be forwarded to the Chair of the Committee. The Chair shall place the item on the agenda for a future meeting and provide notice of the meeting date and time to the applicant, if applicable.
- (d) After consideration of the item at a meeting, the Committee shall make a written recommendation to the appropriate governing body for final determination. The recommendation shall summarize the basis for the Committee's conclusion. Final action shall be taken only by the appropriate governing body."

Section 3 – Procedure and Optional Public Hearing. Procedure; Public Hearing Discretion.

- (a) The Committee shall consider traffic and parking matters at a scheduled meeting and may, at its discretion, hold a public hearing if it determines that public input would be beneficial due to the nature, scope, or potential impact of the proposal.
- (b) If a public hearing is scheduled, notice shall be provided by regular mail at least fifteen (15) days in advance to the applicant and all property owners within one (1) block of the subject location.
- (c) Following consideration at a regular meeting or after a public hearing the Committee shall forward its recommendation in writing to the appropriate governing body for final determination."

Section 4 – Effective Date. This Joint Enactment shall become effective upon its adoption by the Board of County Commissioners of Lyon County, Kansas, and upon the adoption and publication of the same by the Governing Body of the City of Emporia, Kansas.

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

Section 1 – Establishment, Membership, and Meetings. That City Code Section 25-95 is hereby amended, as follows:

"Joint Traffic Safety Committee; Membership and Operations.

- (a) There is hereby established the Emporia/Lyon County Joint Traffic Safety Committee for the purpose of reviewing and making recommendations on traffic and parking matters within the City of Emporia and Lyon County.
- (b) The Committee shall consist of eleven (11) members.
The City shall appoint six (6) members: the City Manager or designee (who shall serve as the Chair), the Fire Chief or designee, the Police Chief or designee, the Public Works Director or designee, the City Engineer or designee, and one (1) resident representative.

The County shall appoint five (5) members: one (1) from the Lyon County Highway Department, one (1) from the Lyon County Sheriff's Department, two (2) civilian members with technical experience, and one (1) resident representative.

- (c) Resident representatives shall be appointed to three-year terms and may be reappointed. Vacancies occurring before the expiration of a term shall be filled for the unexpired term.
- (d) The Committee shall meet as needed at the call of the Chair or upon request by the City or County.
- (e) A majority of members shall constitute a quorum. Any action of the Committee shall require a majority vote of the members present.

(Ord. 87-12, § 1, 5-20-1987; Ord. 10-03, § 1, 2-3-2010; Ord. 17-04, § 1, 2-1-2017; Ord. 25-26, §1, 10-1-25)"

Section 2 – Repeal of Prior Authority Provision. That City Code Section 25-96 is hereby repealed.

Section 3 – Submission and Referral Procedures. City Code Section 25-97 is hereby amended, as follows:

"Submission and Referral of Traffic and Parking Matters.

- (a) Any person may submit a written request to the City of Emporia or Lyon County for consideration of a traffic or parking matter. Upon receipt, City or County staff shall review the request and determine whether the matter is appropriate for referral to the Joint Traffic Safety Committee. If the matter is referred to the Committee, the requestor shall be notified of the date and time of the meeting at which the matter will be considered.
- (b) The City of Emporia or Lyon County may, on its own initiative, refer a traffic or parking matter to the Committee for consideration.
- (c) All referred or initiated items shall be forwarded to the Chair of the Committee. The Chair shall place the item on the agenda for a future meeting and provide notice of the meeting date and time to the applicant, if applicable.
- (d) After consideration of the item at a meeting, the Committee shall make a written recommendation to the appropriate governing body for final determination. The recommendation shall summarize the basis for the Committee's conclusion. Final action shall be taken only by the appropriate governing body.

(Ord. 87-12, § 1, 5-20-1987; Ord. 17-04, § 3, 2-1-2017; Ord. 25-26, §1, 10-1-25)"

Section 4 – Procedure and Optional Public Hearing. City Code Section 25-98 is hereby amended, as follows:

"Procedure; Public Hearing Discretion.

- (a) The Committee shall consider traffic and parking matters at a scheduled meeting and may, at its discretion, hold a public hearing if it determines that public input would be beneficial due to the nature, scope, or potential impact of the proposal.

(b) If a public hearing is scheduled, notice shall be provided by regular mail at least fifteen (15) days in advance to the applicant and all property owners within one (1) block of the subject location.

(c) Following consideration at a regular meeting or after a public hearing the Committee shall forward its recommendation in writing to the appropriate governing body for final determination.

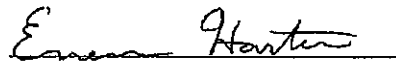
(Ord. 87-12, § 1, 5-20-1987; Ord. 10-03, § 2, 2-3-2010; Ord. 17-04, § 4, 2-1-2017; Ord. 25-26, §1, 10-1-25)"

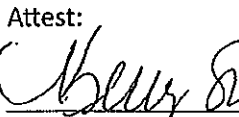
Section 5 – Repeal of Superseded Sections. City Code Sections 25-99 and 25-100 are hereby repealed.

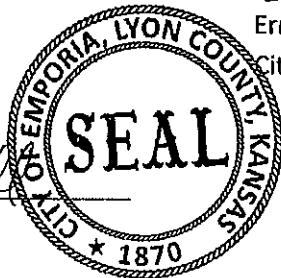
Section 6 – Incorporation Into City Code. The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the City of Emporia, Kansas.

Section 7 – Effective Date. This Joint Enactment shall become effective upon its adoption by the Board of County Commissioners of Lyon County, Kansas, and upon the adoption and publication of the same by the Governing Body of the City of Emporia, Kansas.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 1st day of October 2025.

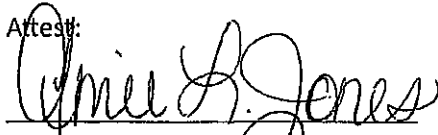

Erren Harter, Mayor
City of Emporia

Attest:

Kerry Sull, City Clerk



APPROVED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS, this 02 day of October 2025.


Ken Duft, Chair
Board of Lyon County Commissioners

Attest:

Amie Jackson Jones, County Clerk



Title: Policy Proposal for Legal Review of Complex or Ambiguous Matters

Agenda Date: October 15, 2025

Presented By: Trey Cocking, City Manager; Christina Montgomery, City Attorney

Background:

City staff have drafted a policy for Legal Review of Complex or Ambiguous Matters. The proposed policy establishes a consistent internal process for identifying, reviewing, and verifying the legal basis of proposed City actions when the City's authority under Kansas law may be complex, uncertain, or unsettled.

Discussion:

The draft policy provides guidance for situations when additional legal verification may be warranted due to lack of precedent, conflicting legal interpretations, or specialized subject matter. The policy outlines procedures for consultation with the City Attorney, independent legal counsel, the League of Kansas Municipalities, or state and federal agencies as appropriate. The policy is intended to promote sound decision-making, transparency, and compliance with Kansas law while preserving the Governing Body's discretion to act within its lawful authority. Key provisions include:

- Clarifies the types of actions subject to review, including ordinances, agreements, policy initiatives, and expenditures involving uncertain legal authority.
- Establishes criteria for determining when the City's authority to act is reasonably in question.
- Retains attorney–client privilege for written opinions.
- Affirms that the policy does not limit the Governing Body's ability to act as authorized by state law.

Staff requests that the City Commission review and discuss the draft policy and provide feedback or direction for any revisions prior to formal consideration at a future meeting.

City of Emporia Policy No. ____ - Legal Review of Complex or Ambiguous Matters

1. Purpose

The purpose of this policy is to define procedures for evaluating and verifying the legal basis of proposed City actions when statutory or constitutional authority is complex or ambiguous. It is intended to promote compliance with Kansas law and prudent exercise of municipal powers.

2. Policy Statement

When the legality or scope of the City's authority to take a proposed action is reasonably in question, the City will obtain independent legal analysis before advancing or adopting that action. This approach helps ensure that City decisions are well-supported, transparent, and consistent with established municipal authority.

3. Scope

This policy applies to actions of the City Commission, the City Manager, City departments, boards, and commissions, including but not limited to:

- Ordinances, resolutions, or policies involving uncertain or untested areas of municipal authority;
- Agreements, partnerships, or memoranda of understanding that may exceed, conflict with, or test statutory or constitutional limits;
- Actions that may expose the City to litigation or conflict with other governmental or institutional entities;
- Expenditures or commitments of City funds where the legal authority, purpose, or funding source may be in question; and
- Proposals that may materially affect the City's regulatory authority, legal relationships, or governance with other public or private organizations.

4. Procedure

4.1 Initial Assessment

Proposals involving legal questions should be referred in writing to the City Attorney. The City Attorney will review the proposal to identify any ambiguity or uncertainty in the City's authority to act. The City's authority may be considered reasonably in question when:

- The action lacks clear statutory or case law authorization;
- Relevant laws or precedents are conflicting or unsettled;
- The proposal involves new or untested areas of law or municipal authority;
- The action may overlap with or be preempted by state or federal law;

- The issue involves a specialized area of law that warrants consultation with subject-matter counsel; or
- The proposal presents a material risk of legal challenge or enforcement.

If such conditions exist, the City Manager or City Commission may defer further action pending additional review or verification under Section 4.2.

4.2 Independent Legal Verification

When the City's authority to act is reasonably in question, the City Attorney may, with the approval of the City Manager or City Commission, seek additional legal verification before the matter proceeds. This may include consulting with or obtaining a written opinion from:

- The League of Kansas Municipalities;
- An independent, conflict-free Kansas attorney or law firm with expertise in municipal law or relevant subject-matter law;
- Federal or State agencies with jurisdiction over the subject matter; or
- The Kansas Attorney General's Office.

Any independent opinion should address whether the proposed action falls within the City's legal authority and identify any statutory, constitutional, or jurisdictional limitations that may apply.

5. Documentation and Transparency

Legal opinions obtained under this policy will be retained by the City Attorney's Office and remain subject to attorney–client privilege unless disclosure is authorized by the Governing Body or otherwise required by law.

6. Governing Body Discretion

This policy is not intended to limit the Governing Body's ability to act on any matter as authorized under state law. When the City's authority is reasonably in question, the City will seek additional verification or consultation before proceeding, to the extent permitted under state law and within applicable statutory timeframes for action.

Title: Discuss Active & Recently Active Projects
Agenda Date: October 15, 2025
Presented By: Jim Ubert, City Engineer

Discussion:

1. 24th Avenue & Prairie Street Waterline
2. Southeast Transmission Main
3. 2025 Street Rehab
4. 2025 Street Resurfacing
5. 2025 Concrete Street Repair
6. Overlander Road Improvements
7. Flint Hills Crossing
8. KDOT TA Sidewalk Project
9. KDOT Lincoln Street Bridge

Title: Water Main Breaks
Agenda Date: October 15, 2025
Presented By: Dean Grant, Director of Public Works

Background

With aging infrastructure, coupled with expanding and contracting soils, the City of Emporia Underground Utilities Division has worked tireless hours repairing waterlines. From 2022 through 2024, the City of Emporia had a significant increase in water main breaks, throughout the distribution system, averaging 97 breaks per year. This increase not only stressed crews but also the water fund, decreasing cash reserves each of the last 3 years.

Discussion

Public Works staff will discuss the main water breaks for this year, and the decreased stress on our system. We will also introduce our new Underground Utilities Manager.