CITY COMMISSION
WEDNESDAY, DECEMBER 17, 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

PUBLIC FORUM

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

NEW BUSINESS

1) **Appoint Members to the MUPP Board**
   Presented by: Susan Brinkman, Commissioner
   Recommended Action: Approve the appointment of Cathryn Crosby and Brad Raper to the MUPP Board

2) **Appoint Member to the Emporia Public Library Board**
   Presented by: Erren Harter, Mayor and Jamie Sauder Commission
   Recommended Action: Approve the appointment of Jessica Wagoner to the Emporia Public Library Board

3) **Public Hearing and Ordinance No. 25-30 for Budget Amendment**
   Presented by: Janet Harrouff, Director of Finance
   Recommended Action: Conduct Public Hearing and Approve Ordinance No. 25-30 for Budget Amendment

4) **Purchase Agreement for Aerial Ladder Truck**
   Presented by: Brandon Beck, Fire Chief
   Recommended Action: Approve the purchase agreement with Conrad Fire Equipment, Inc. for one Pierce Enforcer Aerial for $2,220,577.10

5) **Contract for Architectural/Engineering CDBG Soccer Complex Improvements Project**
   Presented by: Mark Detter, Deputy City Manager
   Recommended Action: Approve contract with BG Consultants for Engineering/Architectural

Services Soccer Complex Improvement Project for a lump sum fee of $541,923

6) **Ordinance No. 25-31 Authorizing the Issuance of Taxable Industrial Revenue Bonds for Fairview Hotels, LLC**

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Approve Ordinance No. 25-31, authorizing the issuance of Taxable Industrial Revenue Bonds for the Fairview Hotel & Conference Center project, and authorizing the Mayor to sign and execute all related documents

7) **Resolution No. 3783: Initial Findings Resolution for Establishment of Cedarbrook Meadows RHID**

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Adopt Resolution No. 3783 to initiate the RHID process for Cedarbrook Meadows and authorize submission to the Kansas Department of Commerce

8) **Award Industrial Park II Drainage Engineering Services**

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve the Professional Engineering Consultants (PEC) agreement in the amount of $143,300.00 and authorize the Mayor to sign.

9) **2025 Street Rehab Change Order Acceptance**

Presented by: Jim Ubert, City Engineer

Recommended Action: Engineering staff recommends approving Change Order No. 3 in the amount of $118,521.75.

10) **Award Bid for City of Emporia/Lyon County Transfer Station Tipping Floor**

Presented by: Dean Grant, Public Works Director

Recommended Action: Award the alternate bid for the Tipping Floor Repair, in the amount of $274,773.64, to Multicon, Inc.

11) **Award Peter Pan Park Dredging**

Presented by: Kevin Hanlin, Director of Public Lands & Facilities

Recommended Action: Motion Award contract for removal of 6.930 cubic yards of material from the pond at Peter Pan Park for $200,000 to Hodges Farms & Dredging.
Further motion to amend the contract with Hodges Farms and Dredging and authorize an additional $100,000 for the removal of an additional 4,950 cubic yards of material

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

1) Financials & Permits
2) November Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for November 25, 2025
2) Charge Offs
3) Ordinance No. 25-32 Vacating Certain Utility Easements within the City of Emporia
4) Resolution No. 3779 for Official Boundary List
5) Resolution No. 3782 for Solid Waste Management Plan
6) Emporia Library Maintenance Contract

7) Purchase of Tractor for Golf Course
8) Purchase of Mower for Golf Course
9) Resolution No. 3781 for Increase of Golf Rates
10) Water Treatment Plant Evaluation and Master Plan Amendment
11) Resolution No. 3784 for Compensation Pay Plan

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

1) Recess into executive session for 15 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 __:_____ a.m./p.m.

RECESS

NO STUDY SESSION AGENDA

ADJOURNMENT

Title: Appoint Members to the MUPP Board

Agenda Date: December 17, 2025

Presented By: Commissioner Susan Brinkman

Background:
The MUPP Board requests that the City Commission fill board openings with qualified candidates.

Discussion:
Applications were received, and interviews were conducted by Commissioner Susan Brinkman.

Interviewing Commissioner recommend the appointment of Cathryn Crosby and Brad Raper for 3-year terms, ending in 12/31/2028 to occupy two City board seats being vacated by the term ending of two previous members. The terms will take effect January 1, 2026.

Recommended action:
Approve the appointment of Cathryn Crosby and Brad Raper to the MUPP Board.

Board Application Form

Select Board, Commission, or Committee to apply.	Multi-Use-Path Planning Board
Personal Information	
First Name	Cathryn
Last Name	Crosby
Address1	[redacted]
Address2	*Field not completed.*
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	[redacted]
Business Address	[redacted]
Business Phone Number	[redacted]
Occupation	Director
Email Address	[redacted]
Residency Information	
Length of Residency in Emporia	7.5 years
Are you a registered voter	Yes
Education and Hobbies	
High School	[redacted]

College	[redacted]
Trade or Business School	N/A
Hobbies	Cycling, gardening, reading
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please, list organization memberships and positions held.	TESOL, committee chair
Please, list areas of special interest.	*Field not completed.*
Please, enter basic resume information below.	Education Ph.D. Second and Foreign Language Education, The Ohio State University, 2007 MA-Ed. TESOL, University of Toledo, 1997 Bachelor's degree, English, Purdue University, 1991 Employment Director, Adult Education Center, Flint Hills Technical College, July 2025 to present Associate Professor & Director, TESOL Program, Teachers College, Emporia State University, 2018-2021

	English Professor, School of Humanities and Social Sciences, Emporia State University, 2021 to present
Please, enter why you would like to be a member of this board or commission.	Cycling and other outdoor activities have been a big part of my life for a long time, and it started with my parents and my community. Consequently, I have always encouraged and advocated for others to get outside, to be active and stay healthy. From teaching adults to ride a bike for the first time to leading a gravel ride for first time gravel riders to going on a hike. Being a member of this board is an opportunity to work with others who are like-minded in their love for enjoying the outdoors, to make our community more accessible to everyone, and to promote a healthy lifestyle for Emporians with the use of multiuse trails, paths, and roads.

Board Application Form

Select Board, Commission, or Committee to apply.	Multi-Use-Path Planning Board
Personal Information	
First Name	Isaac
Last Name	Goekler
Address1	[redacted]
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	[redacted]
Business Address	[redacted]
Business Phone Number	[redacted]
Occupation	Diesel Technician
Email Address	[redacted]
Residency Information	
Length of Residency in Emporia	10 Years
Are you a registered voter	Yes
Education and Hobbies	
High School	Graduated 2020
College	N/A

Trade or Business School	N/A
Hobbies	Gravel and mountain biking
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	Cycling paths and trails
Please, enter basic resume information below.	Team Lead: May 2018- January 2020 McDonalds – Emporia, Kansas Training new employees to properly run their roles in store Provided leadership to ensure smooth operation Experience conducting general maintenance on company property Diesel Technician: January 2020-Present Kenworth – Emporia, Kansas Attending to the needs of customers to ensure their timely satisfaction Technical expertise of diesel engines and general vehicle maintenance Manage customer accounts and ensure payment Small Business Owner: March 2023-December 2024

Kings Cuts – Emporia Kansas
Owned and operated a mowing business as administrator and laborer
Familiar with lawn care techniques and procedures
Proficient with landscaping equipment

REFERENCES

Christian Strother
Manager - Kenworth Emporia
1130 Overlander Rd, Emporia KS
[redacted]

Zachary Proehl
Former Coworker – McDonalds Emporia
[redacted]

Jessica Harris
Manager - McDonalds Emporia
1202 W 6th Ave, Emporia KS
[redacted]

Please, enter why you would like to be a member of this board or commission.	It was recommended to me to apply by Barry Kelley. I would like to see the cycling infrastructure continue to develop in town.

Title:	Appoint Member to the Emporia Public Library
Agenda Date:	December 17, 2025
Presented By:	Erren Harter, Mayor & Jamie Sauder, Commissioner

Background:
The Emporia Public Library Board requests that the City Commission fill board openings with qualified candidates.

Discussion:
Applications were received, and interviews were conducted by Mayor Harter and Commissioner Sauder.

Interviewing Commissioners recommend the appointment of Jessica Wagoner to fill an unexpired term ending April 30, 2026.

Recommended action:
Approve the appointment of Jessica Wagoner to the Emporia Public Library Board.

Commission Action Report

Public Hearing and Ordinance No. 25-30 for Budget Amendment

Title:	Public Hearing and Ordinance No. 25-30 for Budget Amendment
Agenda Date:	December 17, 2025
Presented By:	Janet Harrouff, Director of Finance

BACKGROUND:
The 2025 expenditures of four funds will exceed authorized budget authority: Library, Bond & Interest, Water Fund, and Industrial Fund. A Public hearing will need to be held, and then an ordinance approved.

DISCUSSION:
A notice was published in the Emporia Gazette on Friday, November 30, 2025, 10 days prior to the Public Hearing as required by state statute.

Library expenditures have exceeded the 2025 approved amount due to additional Ad Valorum, Delinquencies, and Motor vehicle taxes being collected.

Bond & Interest Fund expenditures have exceeded the 2025 approved amount due to sale of PBC Bonds.

Water fund expenditures have exceeded the 2025 approved amount due to:
Transfer increase of $9,823,360 for pass-through draws for the projects paid with the state loan.

Industrial Fund expenditures have exceeded the 2025 approved amount due to additional interest received and transfer of fund balance to the Economic Development Fund.

FINANCIAL CONSIDERATIONS:
No additional taxes were levied to cover the additional expenses. An increase in revenue occurred to cover the additional expenses.

RECOMMENDED ACTION:
Conduct Public Hearing and Approve Ordinance No. 25-30 for Budget Amendment.

ATTACHMENTS:
Ordinance No. 25-30

ORDINANCE NO. 25-30

AN ORDINANCE AMENDING THE 2025 BUDGET

WHEREAS, the City of Emporia published a Notice of Public Hearing to receive public input on the Amendment to the 2025 Budget on November 28, 2025, in the Emporia Gazette; and

WHEREAS, a public hearing was held on December 17, 2025, after 11:00 a.m., at the City Commission Meeting Room, Municipal Court, Emporia, KS, for the purpose of obtaining public input on the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY:

Section 1. The City Commission of the City of Emporia, Kansas, held a public hearing to receive public comments on the Amendment to the 2025 municipal budget on December 17, 2025, which hearing was publicized in the local media as to the date, time, and place.

Section 2. After careful deliberation, the City Commission has approved the proposed budget amendments: Library, Bond & Interest, Water, Industrial Fund.

Section 3. Interested persons can address questions or comments concerning the 2025 budget to the City Manager's Office, 104 E 5th Avenue, 2nd Floor, Emporia, Kansas 66801.

Section 4. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 17th day of December 2025.

_____
Erren Harter, Mayor

ATTEST:

_____
Kerry Sull, City Clerk

Commission Action Report

Purchase of Aerial Ladder Truck

Title:	Purchase of Aerial Ladder Truck
Agenda Date:	December 17, 2025
Presented By:	Brandon Beck, Fire Chief

Background:
The Fire Department has for years now recognized the need for a second aerial ladder truck to serve the City of Emporia. A second ladder increases the ability to conduct life safety operations, as well as provide an additional elevated water source for fire attack. The redundancy of a second ladder also ensures having a ladder available during times of maintenance on either truck. Our current ladder truck was manufactured in 2001. Due to limitations on apparatus bay size and quantity, until the construction of the new fire station, the purchase of an additional truck has been deferred and been carried in the 5-year plan for some time. With additional space becoming available, this item is ready for consideration.

Discussion:
Historically, the fire department has worked with an apparatus vendor to design our fire engines. With the state of today's manufacturing environment for emergency apparatus, the lead time on a custom truck is approximately 48 months. The department was recently presented with an option of purchasing a stock model with a projected delivery of 14-16 months. After review of the specifications of the stock truck, it was determined that it will meet our needs and would like the commission to consider purchasing.

Financial considerations:
This item would be purchased utilizing bond authority of the City of Emporia.

Recommended action:
Approve the purchase agreement with Conrad Fire Equipment, Inc. for one Pierce Enforcer Aerial for $2,220,577.10.

Attachments:
Conrad Fire Equipment Sales Agreement

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and THE CITY OF EMPORIA, KS ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
   c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
   d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
   e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of $ 2,220,577.10 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 14 months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery.
(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.
19922 W. 162nd Street
Olathe, Kansas 66062

Customer:

THE CITY OF EMPORIA, KS

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the THE CITY OF EMPORIA, KS. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: _Conrad Fire Equipment,Inc._	**CUSTOMER:** _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
PURCHASE DETAIL FORM
Company

Date: 11/6/2025

Customer Assignee: CITY OF EMPORIA, KS

Quantity	Chassis Type	Body Type	Price per Unit
1	PIERCE ENFORCER	AERIAL	$ 2,220,577.10
			$
			$
			$

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

AERIAL OPERATION TRAINING WILL BE PROVIDED BY PIERCE MFG.

Trade-in Credit:

N/A

Pre-payment discount:

N/A

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND $2,220,577.10 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE THE CITY OF EMPORIA, KS WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

EXHIBIT C
COMPANY PROPOSAL

ONE OR MORE PIERCE ENFORCER AERIAL AS SPECIFIED IN THE PIERCE MANUFACTURING PROPOSAL, BID NO. 1.301, DATED 11/6/25 .

Apparatus Quote

Customer Name: THE CITY OF EMPORIA, KS

Sales Rep: ROGER BROWN

Submitted Date: 10/10/25

Expiration Date: 11/30/25

Apparatus Detail

Qty.	Description	Price
1	PIERCE ENFORCER AERIAL	$ 2,190,577.10

Quote Bid No.: 1301

Quote Doc Date: 10/10/25

Performance Bond: YES

Warranty Period: Standard

Estimated Build Time: 14 MO

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	$ 2,190,577.10
Trade-in Value	$ 0.00
Price After Trade-in	$ 2,190,577.10
Pre-Payment Discount	-$ 91,175.64
Extrication Rescue Tools	$ 0.00
Loose Equipment	$ 0.00
Options	$ 30,000.00
Due Upon Order	$ 2,129,401.46

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	$ 2,190,577.10
Trade-in Value	$ 0.00
Price After Trade-in	$ 2,190,577.10
Pre-Payment Discount	N/A
Extrication Rescue Tools*	$ 0.00
Loose Equipment*	$ 0.00
Options	$ 30,000.00
Due Upon Delivery	$ 2,220,577.10

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER.

OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY.

Notes

ABOVE REFERENCED OPTIONS ARE FOR CONTINGENCY FUNDS FOR GRAPHICS TO BE USED AT THE CUSTOMERS DISCRESSION.

This quote with its attached provisions and apparatus specifications are accepted by:

Name _____ Signature _____ Date _____

This Quote (together with all attachments referenced herein), as provided by CONRAD FIRE EQUIPMENT, INC (Company) to the referenced Customer (Customer) includes the following terms and conditions and attached product specifications as hereby acknowledged by the Company and the Customer. The terms herein shall be applicable to the sale related to this quote and effective upon the Parties pursuant to the Customer's acceptance of this quote and/or the Customer's issuance of an official purchase order or the execution of a related contract between the parties, which shall expressly incorporate these provisions by referencing the date and bid number of this quote.

1. Specification Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost.

2. Commercial Chassis Pricing Changes. Pricing for commercial chassis provided by manufacturers other than Pierce (e.g., Kenworth, International, Peterbilt, etc.) may be subject to change subsequent to an order being placed as determined by the commercial chassis manufacturer. To the extent practicable, Company will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. To the extent this provision results in a price increase to the Customer for the order associated with this quote, the Company will notify the Customer in writing of such price increase for the Customer's approval before proceeding with the order; in lieu of proceeding with the order, the Customer may cancel the associated order without penalty by providing the Company written cancellation within 30-Days of of receiving the price increase notice pursuant to this provision.

4. Payments. Pre-payment discounts are based on purchase price at time of order and are not subject to change. Any outstanding balance related to an order is due upon product delivery. All taxes, excises and levies that Company may be required to pay or collect for any reason shall be for the account of the Customer and shall be added to the Purchase Price. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

5. Cancellation/Termination. In the event this associated order is canceled or terminated by the Customer before completion for any reason other than that directly related to and allowed per the provisions of Paragraph 3 above, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

6. Delivery and Custody. Delivery of the Product is scheduled to be within the production timeline specified herein following the Effective Date of this Agreement. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract and is an approximation based on current information. Delivery updates will be made available and a final firm delivery date will be provided once established. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. Payment shall be rendered according to the payment terms herein.

7. Governing Law and Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

8. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

9. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Option List

10/10/2025

Customer:	EMPORIA FIRE DEPT	**Bid Number:**	1301
Representative	Brown, Roger	**Job Number:**	
Organization:	Conrad Fire Equipment	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	10/07/2025
Description:	DAS ROGER BROWN	**Stock Number:**	
Body:	Aerial, 100AAT, Alum Body	**Price Level:**	53 (Current: 53)
Chassis:	Enforcer Chassis, 100AAT	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0833432	SP	Aerial DAS-3	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533351		Quint Fire Apparatus	1
9	0588612		Vehicle Certification, Aerial w/Pump	1
10	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0536644		Customer Service Website	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Not Requested	1
15	0816569		P-Bond, Not Requested, PPI	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0729149		Enforcer Chassis Ascendant Tower	1
19	0000110		Wheelbase	1
			Wheelbase - 271.00	
20	0000070		GVW Rating	1
			GVW rating - 78,000#	
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
23	0796912		24,000 lb TAK-4 Axle	1
24	0090914		Suspension, Front TAK-4, 24,000 lb, Qtm/AXT/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0679621		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply, Fire Service Load Rtng	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0728953		54,000 lb Meritor Axle	1
30	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
31	0660628		Suspen, Rear, Air Link, AL- 520, Air Ride, 54,000 lb	1
32	0000485		Oil Seals, Rear Axle	1
33	0792675		Tires, Rear, Michelin, X WORKS Z, 315/80R22.50, LRL, Tandem	1
34	0019653		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Tandem	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
37	0801909		Lug Nut, Covers, Chrome	1
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT	1
			Qty, Pair - 01	
42	0766668		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Rearward	
43	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1

Line	Option	Type	Option Description	Qty
46	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
47	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
48	0790412		Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
51	0586772		Box, Recessed, Alum Treadplate, for Air Fitting	1
			Location - forward in driver side step well of cab.	
			Qty, Air Coupling (s) - 1	
52	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
53	0811018	SP	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK	1
54	0811409		Not Required, Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
57	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
58	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
59	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
60	0788765		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0803687		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension	1
63	0001129		Lines, Fuel	1
64	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Painted	
			Latch, Door, Access - SouthCo M1 medium push to close	
65	0552793		Not Required, Fuel Priming Pump	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
69	0690880		No Selection Required From This Category	1
70	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
71	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0001375		Driveline, Spicer 1810	1
74	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
75	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
76	0559647		Pierce Logo on Horn Button	1
77	0725322		Bumper, 15" Extended, Steel, Painted, Integrated, 100AAT, Enforcer	1
78	0825640		Lift & Tow Package, Enforcer/Velocity, 100AAT	1
79	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
80	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
81	0625650		7000 Enforcer Cab	1
82	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
83	0887601		Cab Insulation, Enforcer/Saber FR	1
84	0633594		Rear Wall, Interior, Adjustable Seating	1
85	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
86	0728889		Cab Lift, Elec/Hyd, Stabilizer Interlock, Enforcer 100AAT	1
87	0828257		Label For Cab Lift, "Q2B Swivel Must be Turned"	1
			Location - cab lift control	
88	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
89	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	

Line	Option	Type	Option Description	Qty
90	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
91	0087357		Molding, Chrome on Side of Cab	1
92	0772130		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1
93	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
94	0648171		Half Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
95	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
96	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
97	0620344		Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1
			Light, Step, Additional - P25 LED	
			Step Well Material - Aluminum Treadplate	
98	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
99	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
100	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
101	0586967		Grab Handle, Chrome, Specify Location, Qty	2
			Location - one (1) on the driver and one (1) on the officer side door pan vertical near the upper door panel hinged side, to work as a high grab handle into cab.	
			Qty, - 02	
102	0630508		Window, Side of C/C, Fixed, PS Only, SFR/Enf	1
103	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
104	0786287		Window Tint, Rear Wall, Left Side, Medium Gray	1
105	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
106	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
107	0786276		Window Tint, Rear Wall, Right Side, Medium Gray	1
108	0806597	SP	Compt, 16.50 W x 36 H x 15 D, RS Side C/C, Dbl Pan, 70" Enf/SFR	1
			Light, Aux Cab Compartment - Pierce, Hinged Side	
			Finish, Cab Compt/Component - Cab Interior	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Web Strap	
109	0798597		Holder, Cup, Cab/Crewcab, Each, Loc	2
			Location - driver and officer side of cab	
			Qty, - 02	
110	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Fire Smoke Gray	
111	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
112	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
113	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
114	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
115	0722696		HVAC, Standard-Duty, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
116	0624005		Sun Visor, Vinyl/Fabric, AXT, Qtm, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
			Sun Visor, Vinyl/Fabric - Vinyl	
117	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, SFR/Enf	1
118	0693439		Lights, Engine Compt, Custom, Auto Sw, w/Fld Chk Dr Wln 3SC0CDCR, 3" LED Trim	1
			Qty, - 01	
119	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
120	0583042		Side Roll and Frontal Impact Protection	1

Line	Option	Type	Option Description	Qty
121	0622618		Seating Capacity, 5 Belted Seats	1
122	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
123	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
124	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
125	0821932		Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Seat Belt Buckle, Bottom	
126	0102783		Not Required, Seat, Rr Facing C/C, Center	1
127	0635969		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
128	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
129	0635957		Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, Safety, SECONDARY, SFR/Enf	1
130	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
131	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
133	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
134	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
136	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0816996		Portable Hand Light, Provided by Dealer, NFPA/ULC 2024	1
138	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
139	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
140	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
141	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
142	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
143	0802945		Wiper Control, 2-Speed with Intermittent, Stalk Control, Enf MUX	1
144	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
145	0002615		Switch, Aerial 12V Master	1
146	0002617		PTO switch, w/light - aerial	1
147	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC	1
			USB, Type - USB Combo A & C	
148	0820894		NFPA 2024	1
			Location, Wiring - Behind Officer Seat	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
149	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
150	0734854		Collision Mitigation, Not Requested	1
151	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
152	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	2
			Qty, - 02	
			Location, Antenna Mount - Left And Right Side	
153	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
154	0814831		Not Required, Camera Switcher	1

Line	Option	Type	Option Description	Qty
155	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
			Color, Antenna - White Antenna	
			Module Housings - See Through Housings with LED Cuircuit Indicators	
156	0896456		Prognostics, Electrical System	1
157	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial	1
			Subscription, Telematics - 3 Year Subscription	
158	0733539		Electrical System, Enf MUX ESP	1
159	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
160	0008621		Battery System, Single Start, All Custom Chassis	1
161	0002698		Battery Compartment, Saber/Enforcer	1
162	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
163	0814869		Location, Cab, Charger, Behind Driver Seat	1
164	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
165	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
166	0811952		Not Required, Indicator/Remote Status	1
167	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
168	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab, Frt Corner	
169	0647728		Alternator, 430 amp, Delco Remy 55SI	1
170	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
171	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
172	0802935		Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf	1
			Color, Lens, LED's - Clear	
			Color, Q Bezel and Trim - Polished Chrome	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
173	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
174	0736083		Lights, Clearance/Marker, Side, P25 LED 2 Lts, Others With Visor Lt	1
175	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
176	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
177	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
178	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
179	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
180	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
181	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
182	0589905		Alarm, Back-up Warning, PRECO 1040	1
183	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
184	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
185	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts	1
			Control, Perimeter Lts - Parking Brake Applied	
186	0896454		Enhanced Software for Perimeter Lts	1
187	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
188	0730736		Bracket, Alum. Painted, Offset, 12V Brow Mount Lts, Top of Cab	2
			Location - above crew cab doors, one each side	
			Qty, - 02	
			Bracket, Light, Angle, Cab Sides - Straight	
189	0762177		Light, Visor, HiViz, FT-B-72-ML-*, Cntl Feat, Flush w/Cab	1
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
190	0897900		Lights, HiViz FT-MB-2.45-**-* 49.37", 2nd	1
			Location - above passenger side crew cab door	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	

Line	Option	Type	Option Description	Qty
190			Scene Light Optics - combination	
191	0897903		Lights, HiViz FT-MB-2.45-**-* 49.37", 1st	1
			Location - above driver side crew cab door Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black Scene Light Optics - combination	
192	0764632		Lights, HiViz FT-B-72-* LED, 2nd	1
			Location - passenger side of body on catwalk above RS3. Qty, - 01 Control, Scene Lts - PS Scene Lts Color, Lt Housing HiViz - Black	
193	0764634		Lights, HiViz FT-B-72-* LED, 1st	1
			Location - driver side of body on catwalk above LS3. Qty, - 01 Control, Scene Lts - DS Scene Lts Color, Lt Housing HiViz - Black	
194	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT	1
			Control, Hose Bed Lts - Cup Switch At Rear	
195	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
196	0645637		Lights, Rear Scene, Wln, PEL*C LED, 45 Deg Flange	2
			Location, Lights - rear of truck, one each side, mid height Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Pump Panel DS and Cup Switch At Rear SS	
197	0892702		Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT	1
			Color, Trim - Chrome Housing	
198	0771870		100' Steel Tower Aluminum Body	1
199	0554271		Body Skirt Height, 20"	1
200	0769002		300 Gallon Water Tank	1
201	0751917		Overflow, 3.00" Water Tank, Poly	1
202	0028107		Not Required, Foam Cell Modification	1
203	0003429		Not Required, Direct Tank Fill	1
204	0769016		Right Side Hose Bed	1
205	0723546		DA Finished Hose Bed/Cargo Area	1
206	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
207	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT	1
			Color, Vinyl Cover - c) black	
208	0003512		Running Boards, Ascendant, PAL	1
209	0735582		LS Turntable Steps	1
			Step, Flip - Flip Step, One Step Assembly Body Handrail Finish - knurled aluminum Step Surface, Turntable - Punched Grip	
210	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Aerial master	
211	0690023		Wall, Rear, Smooth Aluminum	1
212	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
213	0769019		Construction, Compt, Alum, 100AAT	1
214	0771504		Roll Left Side Front	1
			Latch, Door, Access - SouthCo C2 black raised, pair	
215	0771505		Roll Right Side Front	1
216	0766483		Doors, Gortite Rollup, Side Compartments	9
			Qty, Door Accessory - 09 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
217	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
218	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	9
			Qty, - 09 Location, Compartment Lights - All Body Compts	
219	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
220	0600289		500 lb Adjustable Shelf	6
			Qty, Shelf - 06 Material Finish, Shelf - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
220			Location, Shelves/Trays, Predefined - RS1-Centered, RS2-Centered, RS3-Centered, LS1-Centered, LS2-Centered and LS3-Centered	
221	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	4
			Qty, - 04 location - LS2, LS4, RS2, RS4 Material - Painted - Spatter Gray	
222	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
223	0769018		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G, Two Pair	1
224	0519849		Not Required, Hose, Hard Suction	1
225	0893756		Handrails, Side Pump Panels, Per Print, Aerial	1
			Step, Runningboard - step	
226	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-In	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - LS and RS Latch, Air Bottle Compt - Southco C2 Black Raised, Pair Insert, Air Bottle Compt - Rubber Matting Door Type - lift up with pneumatic spring	
227	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	4
			Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Painted Location, Fender Compt - Single - LS Fwd, Single - LS Rear, Single - RS Fwd and Single - RS Rear Latch, Air Bottle Compt - Southco C2 Black Raised Insert, Air Bottle Compt - Rubber Matting	
228	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
229	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1 Location, Extension Ladder - torque box	
230	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
231	0648681		Ladder, 14' Duo-Safety 875-DR Roof	1
			Qty, - 01 Location - fly section of aerial	
232	0014232		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
233	0024233		Not Required, Attic Extension Ladder	1
234	0768634		Ladder, 10' Duo-Safety Folding, 585A	2
			Qty, - 02 Location, Folding Ladder Aerial - torque box	
235	0806199		Ladders in Torque Box, Gortite Roll, Retainer Latch, 100AAT	1
			Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Non-Locking, Rear Latch, Door Ladder Storage - Southco C2 Chrome Raised, Pair Latch, Anti-Migration Plate - Southco C2 chrome raised	
236	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
237	0788575		Pike Pole, 12' Fire Hooks Unlimited, NY Roof Hook, Fiberglass, RH-12, Pry End	2
			Qty, - 02	
238	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02 Location - in ladder storage	
239	0634020		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Gas Shut Off,RH-6	2
			Qty, - 02	
240	0548410		Not Required, Pole, Pike, 3'	1
241	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
242	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
243	0767048		Pump House Structure	1
244	0828091		2000 GPM ESU1 Waterous	1
245	0504116		Seal, Mechanical, Waterous, w/S100/ESU Pump	1
246	0816450		Trans, Pump, Waterous C22, S100/ESU Pump Only	1
247	0635600		Pumping Mode, Stationary Only	1

Line	Option	Type	Option Description	Qty
248	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
249	0003148		Transmission Lock-up, EVS	1
250	0004547		Auxiliary Cooling System	1
251	0014486		Not Required, Transfer Valve, Single Stage Pump	1
252	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	
253	0826104		Controller, Pressure, FRC, Pump Boss Max, PBA500	1
			Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - RPM Setting Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided	
254	0072153		Primer, Trident, Air Prime, Air Operated	1
255	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
256	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
257	0089437		Plumbing Without Foam System	1
258	0751029		Inlets, 6.00", (1) Left Side, (1) Right Side, 1500-2000 GPM Pump, 100AAT	1
259	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
260	0084610		Valves, Akron 8000 series- All	1
261	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
262	0004700		Control, Inlet, at Valve	1
263	0004660		Inlet (1), Left Side, 2.50"	1
264	0029147		Not Required, Inlet, Right Side	1
265	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
266	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
267	0004905		Outlet, Tank Fill, 1.50"	1
268	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
269	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
270	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
271	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
272	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
273	0821949		Outlet, Large Diameter, Right Side, Akron Valve, 100AAT	1
			Outlet, Large Diameter, Plumbing - 4.00" Outlet, Large Diameter, NST Adapter - 4.00" MNST Outlet, Large Diameter, Valve Actuation - Pierce small handwheel	
274	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
275	0092572		Not Required, Outlet, Front	1
276	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
277	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
278	0029106		Not Required, Deluge Outlet	1
279	0826320		Waterway Outlet & Control, Akron Valve, 100AAT	1
			Outlet, Waterway (Aerial), Valve Actuation - Pierce small handwheel	
280	0762277		Crosslays Sngl Sheet Unpainted, (1+) 1.50" Std. Cap, 100AAT	2
			Qty, Crosslays - 2	
281	0029196		No Crosslay	1
282	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	2
			Qty, - 02 Color, Strap - Orange	
283	0590891		Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top	2
			Qty, - 02	
284	0044333		Foam System Not Required	1
285	0012126		Not Required, CAF Compressor	1
286	0552517		Not Required, Refill, Foam Tank	1
287	0042573		Not Required, Foam System Demonstration	1
288	0045465		Not Required, Foam Tanks	1
289	0091110		Not Required, Foam Tank Drain	1

Line	Option	Type	Option Description	Qty
290	0091112		Not Required, Foam Tank #2 Drain	1
291	0738072		Approval Dwg, Pump Panel(s), Not Required	1
292	0032479		Pump Panel Configuration, Control Zone	1
293	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
294	0769430		Light, Slide-Out Pump Operator Step, Amdor AY-LB-12HW020, Short Step	1
295	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
296	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome, AAT	
297	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
298	0586382		Gauges, Engine, Included With Pressure Controller	1
299	0005601		Throttle, Engine, Incl'd w/Press Controller	1
300	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
301	0549333		Indicators, Engine, Included with Pressure Controller	1
302	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
303	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
304	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
305	0062586		Gauge, Water Level, Class 1, Pierce Std	1
306	0006774		Not Required, Foam Level Gauge	1
307	0735892		Light Shield, S/S LS & RS, 100AAT, Std LED	1
308	0762640		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper, 100AAT	1
309	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
310	0757092		Control, Air Horn, Multi Select	1
311	0757084		Control, Air Horn, Horn Ring	1
312	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Vinyl Covered .12" cable	
313	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
314	0015283		Location, Elect Siren	1
			Location - panel position A	
315	0748306		Control, Elec Siren, Multi Select	1
316	0748292		Control, Elec Siren, Push Button Sw, RS	1
317	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
318	0601557		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame,Outbrd (Pos 1/7)	1
319	0895382		Siren, Federal Q2B, Enforcer, 100AAT	1
			Finish, Q2B Siren - Chrome	
320	0816506		Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT, Finish Feature	1
			Finish, Bracket - UL-LX black	
321	0026163		Control, Mech Siren, DS & PS Foot Sw	1
322	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
323	0734625		Control, Warning Lt Intensity, Wln, Photocell, Prk Brk	1
324	0740422		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR, Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
325	0745392		Lights, Front Zone, Wln M6** LED, in Common Bzl, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
326	0558676		Daytime Running Lights, Headlights, Vel/Imp, Enf/AXT-MUX, (Low Beam)	1
327	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
328	0740512		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6lts, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Between Tandem	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Red	

Line	Option	Type	Option Description	Qty
328			Color, Lt Side Mid PS - Red Color, Lt Side Rear PS - Red Color, Lt Side Rear DS - Red	
329	0822804		Lights, Side, Wln WION* LED, Recessed in Cab Steps, 4lts, Off Lw Int Color, Lights, Warning - gla) red Control, Light - b) side warning	1
330	0732229		Lights, Side, Wln WIONSM** LED, Trim Fet, Off Lw Int, 1st Location, Lights - centered in rub rail under LS2, LS4, RS2, RS4 Qty, - 04 Color, Lights, Warning - Red Control, Light - b) side warning Color, Trim - Chrome Trim	4
331	0746425		Lights, Rear Zn Lwr, Wln M6**, For Tail Lt Housing, Lw Int Color, Lens, LED's - Clear Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
332	0803250		Light, Rear Zone Up, Wln L31H*F Beacon, Red LED, DVI High, Lw Int Color, Dome, Rear Warning - j) both domes clear	1
333	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
334	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials Activation, Traffic Dir L - Not Connected	1
335	0754854		Location, Traf Dir Lt, On Top of Body Below Turntable w/Box, Matrl Feature Material, Bracket - Aluminum Treadplate	1
336	0723755		Location, Traf Dir Lt Controller, Panel #13 in Center Console	1
337	0519934		Not Required, Brand, Hydraulic Tool System	1
338	0649753		Not Required, PTO Driven Hydraulic Tool System	1
339	0771866		1000lb Tip Load 35MPH Wind Aerial Device	1
340	0680821		Boom Panel, Pair Paint Color, Predefined - #90 Red	1
341	0526890		Not Required, Indicator, Extension	1
342	0688232		Rung Covers, Aerial Device Rung Cover Color - Safety Yellow	1
343	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw Qty, - 02 Finish - Painted, Aerial Device Color Latch, Door, Storage - "D" Handle Latch Location, Aerial Device - each side Louvers - no louvers	2
344	0766887		Brackets, Stokes Storage, Base Section Above Boom Panel, 100AAT Qty, - 01 Finish - Painted, Aerial Device Color Location, Aerial Device - right side	1
345	0623645		Aerial Stability Test, Maximum Tip Options	1
346	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section Finish - Painted, Aerial Device Color Roof Ladder, Make/Model - 14' Duo-Safety 875-DR	1
347	0823011		Basket, 100AAT	1
348	0803225		Lights, Turntable Walkway, P25, OSS, LED, 100AAT Color, Trim - Chrome Housing	1
349	0767535		Light, Turntable Console, TecNiq E-10, LED	1
350	0732762		Basket Heat Shields, 100AAT	1
351	0814210		Control Stations, 100AAT, CL714	1
352	0815152		Lights, Basket Interior, 100AAT	1
353	0771862		Stabilizers, 100AAT, Three Sets	1
354	0729051		Stabilizer Pan and Trim Material Stabilizer Panels - stainless steel, painted to match lower body color Stabilizer Trim - painted to match lower body color	1
355	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT Latch, Door, Storage - Southco C2 Black Raised Hinge Location - Inboard Door, Material & Finish, Stabilizer - Smooth aluminum	1
356	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
357	0771218		Hydraulic System, 100AAT	1

Line	Option	Type	Option Description	Qty
358	0767932		Swivels, w/Encoder, 36, 100AAT	1
359	0767931		Electrical System, 100AAT	1
360	0783178		Lights, Tip, Wln MPB* LED, Front of Basket 2lts	1
			Color, Wln Lt Housing - White Paint	
361	0740163		Lights, Tracking, Wln MPB* LED, 100AAT 2lts, Swt Feature	1
			Location, Sw, Arl DC Lts - Pltfm/Tip & Turntable	
			Color, Wln Lt Housing - White Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
362	0743431		Basket Access, w/ Flip Down Step, Lift Bar Latch, 100AAT	1
			Finish, Step Well - aluminum treadplate	
363	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - r) aerial master	
			Color, Trim - Chrome Housing	
364	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - Aerial Not Stowed	
			Color, Lt Aerial Fly Sect - Red	
			Color, Lt Aerial Base Sect - Red	
			Color, Lt Aerial Lower Mid Sect - Red	
			Color, Lt Aerial Upper Mid Sect - Red	
			Color, Lt Aerial Mid Sect - Red	
365	0888079		Lights, Stabilizer Warn (2) Sets, Wln M6**, Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
			Color, Lt Stabilzr Pan, LS Front - Red	
			Color, Lt Stabilzr Pan, LS Rear - Red	
			Color, Lt Stabilzr Pan, RS Front - Red	
			Color, Lt Stabilzr Pan, RS Rear - Red	
366	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
367	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
368	0764091		DC Power To Tip, 12.88 Amp, 100AAT	1
369	0759577		Light, Wln PSL1B*, 12 Volt Under Steps, 100AAT, 1st	2
			Qty, - 02	
			Location, Sw, Arl AC Lts - M)2 Pos	
			Color, Wln Lt Housing - White Paint	
			Location, Lts Under 100'AAT Steps - Left Side Front Corner and Right Side Front Corner	
370	0016924		Intercom, 2-Way Atkinson (PAP)	1
371	0540918		Not Required, Breathing Air to Tip, Aerial Platform	1
372	0024742		Not Required, Mask, Breathing Air To Tip	1
373	0767396		Aerial Pedestal	1
374	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
375	0767149		Turntable Access, ManSaver Bar, Yellow	1
376	0804860		Waterway, 100AAT	1
			Aerial Waterway Drain 100AAT - Standard Location, Right Side	
377	0730399		Valves, (2) TFT VUM (Valve Under Monitor), Manual	1
378	0764417		TFT Electric/Manual Monitors w/VUM	1
			Nozzle, Monitor 1, PAP - TFT YST-4NN Tips	
			Nozzle, Monitor 2, PAP - TFT M-ERP2000 Electric 2000 gpm	
379	0086971		Flowmeter, Waterway, MUX, PAP	1
380	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
381	0047897		Tools, Aerial	1
382	0559491		Manuals and Training, 3 Consecutive Days, Platform, English	1
383	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
384	0047021		Reflective Emergency Triangles, Set of Three	1
			Qty, - 1	
385	0816502		NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	1
386	0519913		Not Required, Soft Suction Hose	1
387	0027023		No Strainer Required	1
388	0533246		Extinguisher, 20 lb Dry Chemical	1
			Qty, Extinguishers - 1	
389	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1

Line	Option	Type	Option Description	Qty
390	0765595		Ladder Belts, Aerial	1
			Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist) Safety Belt, Small/Medium - 0) small/medium (26"-34" waist) Safety Belt, XXL - (2) two XXL (42"-50" waist)	
391	0007482		Not Required, Crowbars	1
392	0007484		Not Required, Claw Tools	1
393	0816998		Axe, Flathead, Provided by Fire Department	1
394	0817000		Axe, Pickhead, Provided by Fire Department	1
395	0007494		Not Required, Sledgehammers	1
396	0741569		Paint Process / Environmental Requirements, Appleton	1
397	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
398	0709845		Single Color Body Paint	1
			Paint, Body - Match Lower Cab	
399	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
400	0693797		No Paint Required, Aluminum Front Wheels	1
401	0693792		No Paint Required, Aluminum Rear Wheels	1
402	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
403	0007230		Compartment, Painted, Spatter Gray	1
404	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 10 Paint Color, Turntable - White 10 Paint Color, Boom Support - red 90 Paint Color, Cylinders - white 10 Paint Color, Aerial Torque Box - black 101 paint Paint Color, Aerial Stabilizers - black 101 Paint Color, Aerial Basket - white 10 Paint Color, Aerial Rotation Motor - White 10 Paint Color, Aerial Control Console - white 10	
405	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - a) white	
406	0007356		Reflective across Cab Face	1
407	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
408	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
409	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
410	0017359		Stripe, Black Outline, Vinyl on Reflective Band	1
			Qty, - 01	
411	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
412	0027286		Not Required, Lettering Specs	1
413	0007472		[Lettering not Requested]	1
414	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
415	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
416	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
417	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
418	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
419	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
420	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
421	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
422	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
423	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
424	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
425	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
426	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
427	0695416		Warranty, Pierce Camera System, WA0188	1

Line	Option	Type	Option Description	Qty
428	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
429	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
430	0685945		Warranty, Transmission Cooler, WA0216	1
431	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
432	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
433	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
434	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
435	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
436	0641372		Warranty, Foam System, Not Available	1
437	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
438	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
439	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
440	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
441	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
442	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
443	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
444	0593921		Not Required, Warranty, No Lettering	1
445	0819254		Certification, Vehicle Stability, CD0196	1
446	0807819		Certification, Engine Installation, Enf, Paccar MX13, 2024	1
447	0686786		Certification, Power Steering, CD0098	1
448	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
449	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
450	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
451	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
452	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
453	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
454	0545073		Amp Draw Report, NFPA Current Edition	1
455	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
456	0799248		Appleton/Florida BTO	1
457	0000053		Ascendant Tower	1
458	0000012		PIERCE CHASSIS	1
459	0735525		PACCAR MX13 ENGINE	1
460	0046396		EVS 4000 Series TRANSMISSION	1
461	0830902		WATEROUS PUMP ESU1 AAT	1
462	0020009		POLY TANK	1
463	0028047		NO FOAM SYSTEM	1
464	0020006		SIDE CONTROL	1
465	0020007		AKRON VALVES	1
466	0020015		ABS SYSTEM	1
467	0658751		PUMPER BASE	1

Title:	Contract for Architectural/Engineering CDBG Soccer Complex Improvements Project
Agenda Date:	December 17, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:
BG Consultants will provide Architectural/Engineering Services for the Soccer Complex improvements being funded by the CDBG Grant.

Discussion:
BG Consultants, Inc. will provide design services for a new concession stand/restroom and storage building, two new turf soccer fields, and other site improvements, including drainage. BG will create bid documents for the project, also.

The project is slated to be bid late spring/early summer, with improvements completed by the Spring of 2027.

Financial considerations:
BG Consultants will create improvements for Scenario I and Scenario II improvements to the Soccer Complex. Scenario 1 improvements are estimated to be $3,761,831. Scenario 2 improvements are estimated to be $7,349,412. Scenario 1 improvements will be paid for by Funds from the Department of Commerce CDBG Grant ($750,000), Stormont Vail Health donation ($1,500,000), and Emporia Recreation Commission funds (approximately $1,500,000). Scenario 2 will potentially be funded by other grants and donations. Garrett Nordstrom of GSA will complete the grant application to the Jones Foundation prior to the end of 2025.

Recommended action:
Approve contract with BG Consultants for Engineering/Architectural Services Soccer Complex Improvement Project for a lump sum fee of $541,923.

Attachments:

Contract with BG Consultants
Cost Estimates for 3 Scenarios of Soccer Complex

AGREEMENT

CONSULTANT-CLIENT

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

WITNESSETH:

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

Debauge Family Soccer Complex CDBG Improvements
Design, Bidding, and Construction Contract Administration
Emporia, Kansas

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

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

SECTION 1 – DEFINITIONS

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

1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.

1.2 "Agreement" means this contract and includes change orders issued in writing.

1.3 "CLIENT" or "Client" means the agency, business or person identified on page 1 as "CLIENT" and is responsible for ordering and payment for work on this project.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel**: The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Clint Hibbs
Address:	4806 Vue Du Lac Place
	Manhattan, Kansas 66503
Phone:	785 317 8588

2.2.2. **Standard of Care**: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing**: If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

2.2.6. **Service by and Payment to Others**: Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

2.2.7. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.8. **Endorsement**: The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.9. **Force Majeure**: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.10. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

2.2.11. **No Fiduciary Duty**: The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.

3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

3.1.7. **Project Representative**: The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Trey Cocking, City Manager
Address:	111 East 6th Avenue
	Emporia, Kansas 66801
Phone:	620 343 4250

3.1.8. **Billing Contact**: In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name:	Mark Detter, Deputy City Manager
Address:	104 East 5th Avenue
	Emporia, Kansas 66801
Phone:	620 343 4253

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project shall be as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to

the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

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

4.1.3. **Annual Rate Adjustment**: The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

4.1.4. **Reimbursable Expenses**: An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

4.1.5. **Sales Tax**: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.

4.1.6. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

4.1.7. **Timing of Services**: CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

4.1.8. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract

price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

4.1.9. **Additional Services**: The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

4.1.10. **Supplemental Agreement**: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination**: If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents**: Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to $1,000,000.00 (One Million Dollars) of available insurance under the engineer's professional liability policy.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 2025.

CONSULTANT:		**CLIENT:**	
BG Consultants, Inc.		**City of Emporia**	
By:		By:	_____
Printed Name:	Clint Hibbs	Printed Name:	_____
Title:	Principal	Title:	_____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project Information

The Work shall consist of improvements to the Debauge Family Soccer Complex. Design shall include the following components:

1. Demolition of existing derelict structures
2. Grading, drainage, and site preparation
3. Site paving for accessibility
4. (2) Artificial turf soccer fields
5. Site lighting infrastructure upgrades
6. Sports lighting for 2 fields
7. Artificial turf perimeter fence assembly
8. Restroom and concession facility
9. Maintenance facility
10. Score boards
11. Control building siding improvements
12. Grandstands and press box structure
13. Walking trail, Large East Loop and South Loop
14. Playground

CONSULTANT's Services

The Work described below applies to design, bidding, and construction contract administration services limited to the scope of work identified herein for *Debauge Family Soccer Complex CDBG Improvements*. To include:

Basic Scope of Services

15. Perform Architectural and Engineering services limited to the scope of work identified herein. To include:
    a. The CONSULTANT shall provide a topographic survey.
    b. The CONSULTANT shall provide architectural and engineering services for the Project(s) as described in this Agreement. CONSULTANT's services shall include the following:
        i. Architectural and Electrical Engineering Design, Bidding, and Construction Contract Administration
            1. CONSULTANT shall develop a coordinated Bid Set of construction documents for submission to the local authority having jurisdiction to assist CLIENT.
            2. CONSULTANT shall assist the CLIENT in obtaining lowest, qualified bid offers from contractors.
            3. CONSULTANT shall assist the CLIENT with administration of the construction contract.
16. Manage the CONSULTANT's services, consult with the CLIENT, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the CLIENT.
17. **CONSULTANT shall review and perform services consistent with the project identified in the approved Preliminary Architectural Report dated November 3, 2025 for Scenario 2**, and shall review known laws, codes, and regulations applicable to the CONSULTANT's services.

18. CLIENT shall provide documentation of existing known Architectural, Site, Structural and MEP conditions as they may relate to the project or as needed for design requirements.
19. The CONSULTANT's services shall not include any design or construction contract administration associated with hazardous material abatement.
20. Coordinate CONSULTANT's services with those services provided by the CLIENT; relying on the accuracy and completeness of services and information furnished by the CLIENT.
21. Assist CLIENT in coordination of the services of selecting a Geotechnical Engineer for development of a Geotechnical Report. The CLIENT will contract directly with the Geotechnical Engineer for services, Geotechnical Engineering is not included in this contract.
22. Scope includes production of drawings and specifications for permitting, bidding, and construction, sealed by licensed Architects and Engineers in the State of Kansas.
23. CONSULTANT shall contact known governmental authorities required to approve the Construction Documents. In designing the Project, the CONSULTANT shall respond to applicable design requirements imposed by governmental authorities.
24. Assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
25. Assist the CLIENT in bidding the Project.
26. Perform construction contract administration services.

27. *Schematic Design Phase Services*
    a. The CONSULTANT will review the program and other information furnished by the CLIENT, and will review known laws, codes, and regulations applicable to the CONSULTANT's services.
    b. Based on the Project's requirements agreed upon with the CLIENT, the CONSULTANT will prepare and present for the CLIENT's approval a preliminary design illustrating the scale and relationship of the Project components.
    c. Based on the CLIENT's approval of the preliminary design, the CONSULTANT will prepare Schematic Design Documents for the CLIENT's approval. The Schematic Design Documents will consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing.
    d. The CONSULTANT will submit to the CLIENT an opinion of probable construction cost for the Work.
    e. The CONSULTANT will submit the Schematic Design Documents to the CLIENT, and request the CLIENT's approval.

28. *Design Development Phase Services*
    a. After the CLIENT has approved schematic design documents, design development documents will be prepared.
        i. Prepare design development drawings, outline specifications and associated documents after receiving approval of the Schematic Design from the CLIENT.
        ii. Update working opinion of probable construction costs for divisions of the work.

29. *Construction Document Phase Services*
    a. After the CLIENT has approved design development documents, contract documents will be prepared.
        i. Prepare working drawings, specifications, and contract documents with Architect/Engineer professional seal after receiving approval of the Design Development effort from the CLIENT.
        ii. Prepare and review final opinion of probable construction costs and construction scheduling with CLIENT.

iii. Prepare alternate work items in an effort to match construction costs with available funds.
iv. Provide and submit final plans and specifications to CLIENT and known regulatory agencies for final approval.
v. Review the final opinion of probable construction costs with the CLIENT.

30. *Bidding or Negotiation Phase Services*
    a. After the CLIENT has approved construction documents, the CONSULTANT will assist the CLIENT in bidding the project.
        i. Advertise the project for bids.
        ii. Release and distribute final plans and specifications to prospective bidders.
        iii. Issue addenda identified during the bidding process.
        iv. Attend and chair pre-bid meeting at the project site with prospective contractors.
        v. Attend one (1) bid letting, analyze bids and provide recommendations for accepting the low responsible bidder, and recommend award of contract to the CLIENT.
        vi. Assist the CLIENT in securing a General Contractor Agreement.

31. *Construction Contract Administration Phase Services*
    a. After the project has been awarded for construction, the CONSULTANT will assist the CLIENT during construction of the project.
        i. Advise and consult with the CLIENT during the Construction Contract Administration Phase Services.
        ii. The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT will have authority to act on behalf of the OWNER only to the extent provided in this Agreement. The CONSULTANT will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's tortious acts or omissions, but will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
        iii. Provide site visits for construction observation to become generally familiar with the progress and quality of the portion of the Work completed, and to develop opinion, in general, if the Work observed is performed in a manner indicating the Work, when fully completed, will be in accordance with the Contract Documents.
        iv. Review and make recommendations for payments due the Contractor for partially and completed work.
        v. Review and provide recommendation for Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
        vi. Review and respond to requests for information about the Contract Documents.
        vii. Authorize minor changes in Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
        viii. Prepare Change Orders and Construction Change Directives for the CLIENT's approval and execution in accordance with the Contract Documents.
        ix. Maintain records relative to changes in the Work.

x. Conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; receive from the Contractor and forward to the CLIENT, for the CLIENT's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and review the final application for payment.
xi. Conduct observations of the Work with the CLIENT to develop an opinion of conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
xii. Make recommendations to the CLIENT for acceptance and prepare a Certificate of Substantial Completion and Certificate of Final Completion.

Additional Services

32. **Any significant revisions to the documents after CLIENT Design Development approval, any work excluded from or not included in this proposal, or items noted as such above will be considered as Additional Services, including hours required in excess of those indicated for the Construction Contract Administration Phase**. Additional services may be provided upon written authorization and agreement on compensation, therefore.
33. Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify the CLIENT with reasonable promptness and explain the facts and circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT receives the CLIENT's written authorization:
    a. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the CLIENT's schedule or budget for Cost of the Work, or procurement or delivery method;
    b. Services necessitated by the CLIENT's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
    c. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
    d. Services necessitated by decisions of the CLIENT not rendered in a timely manner or any other failure of performance on the part of the CLIENT or the CLIENT's consultants or contractors;
    e. Preparing digital data for transmission to the CLIENT's consultants and contractors, or to other CLIENT authorized recipients;
    f. Preparation of design and documentation for alternate bid or proposal requests proposed by the CLIENT;
    g. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the CONSULTANT is party thereto;
    h. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
    i. Assistance to the Initial Decision Maker, if other than the CONSULTANT.
    j. Traffic studies
    k. Drainage studies
34. To avoid delay in the Construction Phase, the CONSULTANT shall provide the following Additional Services, notify the CLIENT with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the CLIENT subsequently determines that all or parts of those services are not required, the CLIENT shall give prompt written notice to the CONSULTANT, and the CLIENT shall have no further obligation to compensate the CONSULTANT for those services:
    a. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the CONSULTANT;

b. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other CLIENT-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
c. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
d. Evaluating an extensive number of Claims as the Initial Decision Maker;
e. Evaluating substitutions proposed by the CLIENT or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
f. To the extent the CONSULTANT's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

35. The CONSULTANT shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the CONSULTANT shall notify the CLIENT:
    a. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
    b. Sixteen (16) visits to the site by the CONSULTANT over the duration of the Project during construction
    c. Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
    d. One (1) observation for any portion of the Work to determine final completion

End Exhibit 1

EXHIBIT 2

COST AND SCHEDULE

COMPENSATION

The CONSULTANT's compensation shall be based upon a Lump Sum Fee for services performed within the scope of the AGREEMENT.

The CONSULTANT will provide the Scope of Services outlined in Exhibit 1 for a lump sum fee comprised of the following:

1.	Topographic Surveying	$20,000
2.	Professional A/E Design and Bidding Services	$417,538
3.	Construction Contract Administration Services	$104,385

REIMBURSABLE EXPENSES

Are in addition to compensation for Basic and Additional Services, and include expenses incurred by the CONSULTANT and the CONSULTANT's subconsultants directly related to the project, as follows:

- Fees paid for securing approval of authorities having jurisdiction over the Project.

The CONSULTANT's efforts are intended to serve the CLIENT during the period where services are performed and thereafter.

The total for all proposed services shall be a Lump Sum Fee of $541,923.00.

Invoices will be submitted to CLIENT monthly for work performed the previous month. The CONSULTANT's efforts are intended to serve the CLIENT during the period where services are performed and thereafter.

PROJECT SCHEDULE

The CONSULTANT will endeavor to complete the services herein within (28) weeks or as otherwise determined by mutual agreement between CLIENT and CONSULTANT of receipt of the fully-signed AGREEMENT.

End Exhibit 2

EXHIBIT 3

SPECIAL PROVISIONS

1. DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT:

   The Securities and Exchange Commission (SEC) has passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, therefore, BG Consultants, Inc. recommends and advises all clients and potential clients (counties/municipalities/improvement districts….etc.) that are considering infrastructure improvements to contract with and receive professional financial advice from a registered municipal financial advisor. BG Consultants and all related staff are not registered municipal financial advisors and all information provided concerning infrastructure projects and financing of improvements is general and typical information.

2. The Consultant shall operate within all known CDBG guidelines, specifically,
   a. Title VI Civil Rights Act of 1964
   b. Section 109 Certifications
   c. Section 504 Certifications
   d. Age Discrimination Act of 1975
   e. Fair Housing Amendments Act of 1988
   f. Executive Order 11063 Certifications
   g. Kansas Act Against Discrimination
   h. Executive Order 11246 Certifications
   i. Section 3 Certifications
   j. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
   k. Section 503 of the Rehabilitation Act of 1973 as amended
   l. 24 CFR 85 as modified by CFR 570 Subpart J
   m. Title I of the Housing & Community Development Act of 1974 as amended
   n. Section 519 Public Law 101-44 (The 1990 HUD Appropriation Act)
   o. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)

3. (BABA) BUILD AMERICA, BUY AMERICA, BUY AMERICA ACT

   This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that, absent a waiver by the Department of Housing and Urban Development, Provider shall, in accordance with the Professional Standard of Care, not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall, in accordance with the Professional Standard of Care, require that compliance certificates for materials provided for work specified within provider's scope of work. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-03, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

4. Byrd Anti-Lobbying Compliance and Certification

Byrd Anti-Lobbying Amendment Compliance and Certification
Certification Regarding Government-Wide Restriction on Lobbying
(For Contracts Over $100,000)

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, an officer or employee of Congress, or an employee of 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements) over $100,000, and that all subrecipients 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.

November 19, 2025

Date



Signature of Principal or Authorized Official:

Clint Hibbs, Principal

Printed Name and Title

BG Consultants, Inc.

Company Name

End Exhibit 3

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

Date: November 3, 2025

Project No.: 24-1176

Project: DeBauge Soccer Complex/Stormont Vail Health Sports Park Improvements - Scenario 1-3



1 | PR 01 Site Plan

SCALE: 1" = 80'-0"

Date of Issue:
10.31.25

BG CONSULTANTS
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DeBauge Soccer Complex / Stormont Vail Health Sports Park

BG CONSULTANTS
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CDBG Information: Opinion of Probable Project Costs for Soccer Complex Improvements

Estimate Prepared 10/30/2025

Scenario 1: Soccer Complex 1 Field		Scenario 2: Soccer Complex 2 Fields		Scenario 3: Soccer Complex Comprehensive	
Construction Costs (Direct Construction Cost)		**Construction Costs** (Direct Construction Cost)		**Construction Costs** (Direct Construction Cost)	
Mobilization	$187,500	Mobilization	$375,000	Mobilization	$600,000
Raze Existing Buildings	$30,750	Raze Existing Buildings	$30,750	Raze Existing Buildings	$30,750
Grading and Site Prep	$329,280	Grading and Site Prep	$389,280	Grading and Site Prep	$449,280
Site Paving for Accessibility	$109,620	Site Paving for Accessibility	$643,380	Site Paving for Accessibility	$1,451,760
Soccer Fields, (1 Artificial Turf Field)	$1,174,176	Soccer Fields, (2 Artificial Turf Fields)	$2,348,352	Soccer Fields, (3 Artificial Turf Fields)	$3,522,528
Site Lighting Infrastructure Upgrade	$0	Site Lighting Infrastructure Upgrade	$135,000	Site Lighting Infrastructure Upgrade	$405,000
Sports Lighting for 1 Fields	$384,000	Sports Lighting for 2 Fields	$576,000	Sports Lighting for 8 Fields	$1,920,000
Soccer Field Perimeter Fencing	$95,640	Soccer Field Perimeter Fencing	$136,980	Soccer Field Perimeter Fencing	$239,715
New Restroom/Concession Facility	$697,847	New Restroom/Concession Facility	$697,847	New Restroom/Concession Facility	$697,847
New Maintenance Facility	$345,046	New Maintenance Facility	$345,046	New Maintenance Facility	$345,046
New Soccer Score Board (1)	$37,500	New Soccer Score Boards (2)	$75,000	New Soccer Score Boards (2)	$75,000
Control Building Siding	$8,856	Control Building Siding	$8,856	Control Building Siding	$8,856
Playground	$0	Playground	$360,000	Playground	$360,000
Grandstands/Pressbox	$0	Grandstands/Pressbox	$260,199	Grandstands/Pressbox	$260,199
Walking Trail, Large East Loop	$0	Walking Trail, Large East Loop	$220,800	Walking Trail, Large East Loop	$220,800
Walking Trail, South Loop	$0	Walking Trail, South Loop	$132,000	Walking Trail, South Loop	$132,000
	$ 3,400,214		$ 6,734,490		$ 10,718,781

Scenario 1: Soccer Complex 1 Field		Scenario 2: Soccer Complex 2 Fields		Scenario 3: Soccer Complex Comprehensive	
Total Project Budget *	$ 3,761,831	Total Project Budget *	$ 7,349,412	Total Project Budget *	$ 11,624,264

** Total Project Budget includes Construction Cost plus Soft Costs inslusive of Topographic and Utility Surveying, Architectural-Engineering Design, Bidding, Construction Contract Administration, Financing Fee Contingency, Grant Administration by 3rd Party, Geotechnical by 3rd Party*

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Architects Opinion of Probable Construction Costs

10/30/2025

The Opinion of Probable Construction Costs represents the Consultant's best judgement as a design professional and is supplied only for the guidance of the Client. Consultant has no control over the cost of labor and material, competitive bidding, or market conditions. The opinion is based on Consultant's recent experience and industry recognized estimation resources and adjusted to accommodate factors known to the Consultant at the time the Opinion is prepared. Consultant does not guarantee the accuracy of the Opinion as compared to actual bids or costs to the Client. Where a higher level of confidence in predicting anticipated construction cost than that provided in the Opinion is desired, the Client may engage the services of a professional cost estimator for this purpose.

Item	Construction Costs				
	Units	Quantity	$/Unit	Budget	Alternates ❍ No ● Yes
(1 Field) Turf Soccer Field Improvements					
Install, Soccer Field (120yd x 80yd) | Excav 7.5", Conc. Curb 6"x12" w/wd nailer, HDPE Drainage System with 40' extension out of field, 4" of 3/4" clean rock, 2" of 3/4" clean chips, Turf 2" pile height with 'root zone' based on 3D3 system, inlay soccer and mini-field markings, infill material	SF	86400	11.325	$978,480	❍
Totals					
Construction Subtotal				$978,480	
2025-2026 Escalation			5.0%	$48,924	
General Conditions, O & P*			15%	$146,772	
Construction Costs				**$1,174,176**	
**General Conditions may be removed if field installer is the Prime*					
(1 Field) Refurbished Grass Soccer Field Improvements					
Install, Soccer Field (120yd x 80yd) | Refurbished Natural Grass	SF	86400	2.74	$236,736	❍
Totals					
Construction Subtotal				$236,736	
2025-2026 Escalation			5.0%	$11,837	
General Conditions, O & P*			15%	$35,510	
Construction Costs				**$284,083**	
Lighting for One Soccer Field					
Install Field Lighting - Base, Circuit, Pole, Lights	Ea	4	80000	$320,000	❍
Totals					
Construction Subtotal				$320,000	
2025-2026 Escalation			5.0%	$16,000	
General Conditions, O & P*			15%	$48,000	
Construction Costs				**$384,000**	
**General Conditions may be removed if field installer is the Prime*					
Lighting for Two Soccer Fields					
Install Field Lighting - Base, Circuit, Pole, Lights (2 poles shared between fields)	Ea	6	80000	$480,000	❍

Totals				$480,000	
Construction Subtotal					
2025-2026 Escalation			5.0%	$24,000	
General Conditions, O & P*			15%	$72,000	
Construction Costs				**$576,000**	
**General Conditions may be removed if field installer is the Prime*					

Lighting for Eight Soccer Fields

Install Field Lighting - Base, Circuit, Pole, Lights (2 poles shared between fields, where possible)	Ea	20	80000	$1,600,000	❍
Totals				$1,600,000	
Construction Subtotal					
2025-2026 Escalation			5.0%	$80,000	
General Conditions, O & P*			15%	$240,000	
Construction Costs				**$1,920,000**	
**General Conditions may be removed if field installer is the Prime*					

Score Boards

Install, Soccer Scoreboard	Ea	1	20000	$20,000	❍
Install, Circuiting for Scoreboard	LF	250	45	$11,250	❍
Totals					
Construction Subtotal				$31,250	
2025-2026 Escalation			5.0%	$1,563	
General Conditions, O & P			15%	$4,688	
Construction Costs				**$37,500**	

Replace On-Site Sports Lighting Infrastructure Circuiting for 2 Fields

Install, Circuiting for Sports Lighting Pole (#1, 2"C)	LF	2500	45	$112,500	❍
Totals					
Construction Subtotal				$112,500	
2025-2026 Escalation			5.0%	$5,625	
General Conditions, O & P			15%	$16,875	
Construction Costs				**$135,000**	

Fence Enclosure Assembly for 1 Turf Field

Install, Chainlink Fence, 6' High	LF	1340	55	$73,700
Install, Chainlink Fence, Gate Assembly (walk gates)	Ea	2	1000	$2,000
Install, Chainlink Fence, Gate Assembly (vehicle gates)	Ea	2	2000	$4,000
Install, Concrete Mow Strip	LF	0	35	$0
Totals				
Construction Subtotal				$79,700
2025-2026 Escalation			5.0%	$3,985
General Conditions, O & P			15%	$11,955
Construction Costs				**$95,640**

Fence Enclosure Assembly for 2 Turf Fields

Install, Chainlink Fence, 6' High	LF	1930	55	$106,150
Install, Chainlink Fence, Gate Assembly (walk gates)	Ea	4	1000	$4,000
Install, Chainlink Fence, Gate Assembly (vehicle gates)	Ea	2	2000	$4,000
Install, Concrete Mow Strip	LF	0	35	$0

Totals					
Construction Subtotal				$114,150	
2025-2026 Escalation			5.0%	$5,708	
General Conditions, O & P			15%	$17,123	
Construction Costs				**$136,980**	
Mobilization Scenario 1					
Mobilization, Bonds, Etc	Multi	0.05	3750000	$187,500	
Totals					
Construction Subtotal				$187,500	
Construction Costs				**$187,500**	
Mobilization Scenario 2					
Mobilization, Bonds, Etc	Multi	0.05	7500000	$375,000	
Totals					
Construction Subtotal				$375,000	
Construction Costs				**$375,000**	
Mobilization Scenario 3					
Mobilization, Bonds, Etc	Multi	0.05	12000000	$600,000	
Totals					
Construction Subtotal				$600,000	
Construction Costs				**$600,000**	
Site Improvements Level 1, Scope of Work with 1 Soccer Field					
Construction Staking	LS	1	15000	$15,000	
Clearing and Grubbing	LS	1	10000	$10,000	
Seeding, Fertilizing, and Mulching	LS	1	10000	$10,000	
Traffic Control	LS	1	5000	$5,000	
General Site Demolition	LS	1	10000	$10,000	
General Site Grading	LS	0.25	200000	$50,000	
Install, Storm Sewer Piping	LF	460	140	$64,400	
Install, Detention	Each	1	65000	$65,000	
Install, Detention Outlet Structure and Piping	Each	1	25000	$25,000	
General Erosion Control	LS	1	20000	$20,000	
Totals					
Construction Subtotal				$274,400	
2025-2026 Escalation			5.0%	$13,720	
General Conditions, O & P			15%	$41,160	
Construction Costs				**$329,280**	
Site Improvements Level 2, Scope of Work increase with 2 soccer fields					
Construction Staking	LS	1	15000	$15,000	
Clearing and Grubbing	LS	1	10000	$10,000	
Seeding, Fertilizing, and Mulching	LS	1	10000	$10,000	
Traffic Control	LS	1	5000	$5,000	
General Site Demolition	LS	1	10000	$10,000	
General Site Grading	LS	0.5	200000	$100,000	
Install, Storm Sewer Piping	LF	460	140	$64,400	
Install, Detention	Each	1	65000	$65,000	
Install, Detention Outlet Structure and Piping	Each	1	25000	$25,000	

General Erosion Control	LS	1	20000	$20,000	

Totals				
Construction Subtotal				$324,400
2025-2026 Escalation			5.0%	$16,220
General Conditions, O & P			15%	$48,660
Construction Costs				**$389,280**

Site Improvements Level 3, Scope of Work increase all work

Construction Staking	LS	1	15000	$15,000	
Clearing and Grubbing	LS	1	10000	$10,000	
Seeding, Fertilizing, and Mulching	LS	1	10000	$10,000	
Traffic Control	LS	1	5000	$5,000	
General Site Demolition	LS	1	10000	$10,000	
General Site Grading	LS	0.75	200000	$150,000	
Install, Storm Sewer Piping	LF	460	140	$64,400	
Install, Detention	Each	1	65000	$65,000	
Install, Detention Outlet Structure and Piping	Each	1	25000	$25,000	
General Erosion Control	LS	1	20000	$20,000	

Totals				
Construction Subtotal				$374,400
2025-2026 Escalation			5.0%	$18,720
General Conditions, O & P			15%	$56,160
Construction Costs				**$449,280**

Vehicle and Pedestrian Circulation - ADA Parking and Pathways, Scenario 1

Install, Parking Lot, 6" Concrete	SY	355	85	$30,175	
Install, Parking Lot, 4" AB-3 Subgrade	SY	355	15	$5,325	
Install, Sidewalk, 4" Concrete	SF	6000	8	$48,000	
Install, Curb and Gutter	LF	157	50	$7,850	

Totals				
Construction Subtotal				$91,350
2025-2026 Escalation			5.0%	$4,568
General Conditions, O & P			15%	$13,703
Construction Costs				**$109,620**

Vehicle and Pedestrian Circulation - ADA Parking and Pathways, Scenario 2 (build road/parking on west)

Install, Parking Lot, 6" Concrete	SY	3500	85	$297,500	
Install, Parking Lot, 4" AB-3 Subgrade	SY	3500	15	$52,500	
Install, Sidewalk, 4" Concrete	SF	10800	8	$86,400	
Install, Curb and Gutter	LF	1995	50	$99,750	

Totals				
Construction Subtotal				$536,150
2025-2026 Escalation			5.0%	$26,808
General Conditions, O & P			15%	$80,423
Construction Costs				**$643,380**

Vehicle and Pedestrian Circulation - ADA Parking and Pathways, Scenario 3 (build road/parking on west/north)

Install, Parking Lot, 6" Concrete	SY	8850	85	$752,250	
Install, Parking Lot, 4" AB-3 Subgrade	SY	8850	15	$132,750	
Install, Sidewalk, 4" Concrete	SF	15600	8	$124,800	
Install, Curb and Gutter	LF	4000	50	$200,000	

Totals				
Construction Subtotal				$1,209,800
2025-2026 Escalation			5.0%	$60,490

General Conditions, O & P			15%	$181,470	
Construction Costs				**$1,451,760**	

Restrooms and Concessions Structure (909 GSF)

Install, Structure and Architectural Finishes	SF	909	225	$204,525	❍
Install, Plumbing, Water Closet, Flush Tank, Porcelain	Ea	4	1200	$4,800	❍
Install, Plumbing, Urinal, Wall Hung, Porcelain	Ea	2	1200	$2,400	❍
Install, Plumbing, Lavatory, Wall-Hung, Porcelain	Ea	4	1200	$4,800	❍
Install, Plumbing, Mop/Service Sink	Ea	1	1600	$1,600	❍
Install, Plumbing, Hand Sink, Wall-Hung, Stainless	Ea	1	1200	$1,200	❍
Install, Plumbing, 3-Compartment Sink	Ea	1	3200	$3,200	❍
Install, Plumbing, Water Heater, Tank Type, Electric, 50 gal	Ea	1	7500	$7,500	❍
Install, Plumbing, Floor Drain	Ea	4	600	$2,400	❍
Install, Plumbing, Grease Interceptor, 500 gallon	Ea	1	25000	$25,000	❍
Install, Plumbing, Drinking Fountain, Hi/Low, Exterior, w/Bottle Fill	Ea	1	7500	$7,500	❍
Install, Plumbing, Domestic Water Piping, Insulated	LF	160	40	$6,400	❍
Install, Plumbing, Domestic Waste and Vent Piping, PVC	LF	75	60	$4,500	❍
Install, HVAC, Exhaust System	Ea	3	2800	$8,400	❍
Install, HVAC, Electric Heater, Forced Air	Ea	4	800	$3,200	❍
Install, Electrical, Convenience Power and Lighting	SF	909	20	$18,180	❍
Install, Exterior Lighting, Wall-Mounted	Ea	6	400	$2,400	❍
Install, Electrical Service , Underground, 200A with Panel	Ea	1	12000	$12,000	❍
Required Supporting Site Infrastructure					
Sanitary Sewer					
4" Sanitary Sewer Service Pipe	LF	390	40	$15,600	❍
1.5" HDPE Sanitary Sewer Forcemain (Open Cut)	LF	1230	25	$30,750	❍
1.5" HDPE Sanitary Sewer Forcemain (Dircetional Bore)	LF	160	50	$8,000	❍
Duplex Sanitary Sewer Grinder Station	Each	1	30000	$30,000	❍
Simplex Sanitary Sewer Grinder Station	Each	1	12000	$12,000	❍
Sanitary Sewer Screening Structure	Each	1	75000	$75,000	❍
Waterline					
Connect to Existing Main	Each	2	3000	$6,000	❍
Water Service Line	LF	1000	50	$50,000	❍
Water Meter	Each	2	10000	$20,000	❍

Totals		
Construction Subtotal		$567,355
2025-2026 Escalation	5.0%	$28,368
General Conditions, O & P	18%	$102,124
Construction Costs		**$697,847**

Maintenance Building (1625 GSF)

Install, Structure	SF	1625	150	$243,750	❍
Install, Electrical, Convenience Power and Lighting	SF	1625	15	$24,375	❍
Install, Exterior Lighting, Wall-Mounted	Ea	6	400	$2,400	❍
Install, Electrical Service , Underground, 200A with Panel	Ea	1	10000	$10,000	❍

Totals		
Construction Subtotal		$280,525
2025-2026 Escalation	5.0%	$14,026
General Conditions, O & P	18%	$50,495
Construction Costs		**$345,046**

Play Area

Install, Playground Equipment and Surfacing	LS	1	300000	$300,000	❍
Totals					
Construction Subtotal				$300,000	
2025-2026 Escalation			5.0%	$15,000	
General Conditions, O & P			15%	$45,000	
Construction Costs				**$360,000**	
Control Building (Exterior siding only)					
Install, Metal Siding Panels	SF	480	15	$7,200	❍
Totals					
Construction Subtotal				$7,200	
2025-2026 Escalation			5.0%	$360	
General Conditions, O & P			18%	$1,296	
Construction Costs				**$8,856**	
Grandstand and Announcement Structure					
Install, Covered Structure	SF	952	50	$47,600	❍
Install, Announcement Pressbox	SF	528.64	225	$118,944	❍
Install, Electrical, Convenience Power and Lighting	SF	450	15	$6,750	❍
Install, Exterior Lighting, Wall-Mounted	Ea	2	400	$800	❍
Install, Electrical Service Disconnect	Ea	1	800	$800	❍
Install, Electrical Transformer (37.5 kVA)	Ea	1	6900	$6,900	❍
Install, Electrical Panelboard (100A)	Ea	1	3500	$3,500	❍
Install, Electrical Service Feeder (100A)	LF	525	50	$26,250	❍
Totals					
Construction Subtotal				$211,544	
2025-2026 Escalation			5.0%	$10,577	
General Conditions, O & P			18%	$38,078	
Construction Costs				**$260,199**	
Walking Trail, Large East Loop					
Install, Sidewalk, 4" Concrete	SF	18400	10	$184,000	❍
Totals					
Construction Subtotal				$184,000	
2025-2026 Escalation			5.0%	$9,200	
General Conditions, O & P			15%	$27,600	
Construction Costs				**$220,800**	
Walking Trail, South Loop					
Install, Sidewalk, 4" Concrete	SF	11000	10	$110,000	❍
Totals					
Construction Subtotal				$110,000	
2025-2026 Escalation			5.0%	$5,500	
General Conditions, O & P			15%	$16,500	
Construction Costs				**$132,000**	
Raze Structures					
Demolition	LS	1	25000	$25,000	❍
Totals					
Construction Subtotal				$25,000	
2025-2026 Escalation			5.0%	$1,250	

General Conditions, O & P	18%	$4,500
Construction Costs		**$30,750**

Title:	Ordinance No. 25-31 Authorizing the Issuance of Taxable Industrial Revenue Bonds for Fairview Hotels, LLC
Agenda Date:	December 17, 2025
Presented By:	Tayler Wash, Assistant City Manager

Background:

The City of Emporia has been working with Fairview Hotels, LLC to facilitate the development of a new hotel and conference center located at 3010 Eaglecrest Drive. The project includes the construction of an approximately 80–88 room hotel, integrated meeting and event space, and related site improvements. To support the development, the City previously adopted Resolution No. 3740, which declared the City's intent to issue these Industrial Revenue Bonds (IRBs) for the project.

Discussion:

Ordinance No. 25-31 authorizes the issuance of $13,000,000 in Taxable Industrial Revenue Bonds, Series 2025, to finance the acquisition, construction, furnishing, and equipping of the Fairview Hotel and Conference Center at 3010 Eaglecrest Drive, and approves all related bond documents, including the Trust Indenture, Site Lease, Project Lease, and Bond Purchase Agreement. Under the standard IRB structure, the Tenant leases the property to the City, the City leases the completed project back to the Tenant, and lease payments are used to repay the bonds.

The Series 2025 Bonds are special limited obligations payable solely from project lease revenues and are not backed by the City's credit or taxing authority. Following the required public hearing and review of the cost-benefit analysis under K.S.A. 12-1749d, the governing body determined the project qualifies for a 10-year property tax exemption on the improvements financed with bond proceeds. The issuance of these bonds will support economic development and strengthen Emporia's position as a regional destination for meetings and events.

Financial Considerations:

The 10-year property tax exemption applies only to the project improvements and does not exempt the school district mill levy pursuant to K.S.A. 72-53,113. The City incurs no financial liability, as the bonds are payable solely from project lease revenues.

Recommended Action:

Approve Ordinance No. 25-31, authorizing the issuance of Taxable Industrial Revenue Bonds for the Fairview Hotel & Conference Center project, and authorizing the Mayor to sign and execute all related documents.

Attachments:

Ordinance No. 25-31
Supporting Documents (Lease Agreement, Trust Indenture, Bond Placement Documents, Project Summary)

GILMORE & BELL, P.C.
12/09/2025

ORDINANCE NO. 25-31

OF THE
CITY OF EMPORIA, KANSAS

AUTHORIZING THE ISSUANCE OF
$13,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

ORDINANCE NO. 25-31

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025 (FAIRVIEW HOTELS LLC PROJECT) FOR THE PURPOSE OF THE ACQUIRING, CONSTRUCTING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Emporia, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq*., as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) in the aggregate principal amount of $13,000,000 (the "Series 2025 Bonds"), for the purpose of paying the costs of the acquiring, constructing and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to Fairview Hotels LLC, a Kansas limited liability company or a related entity (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2025 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture (the "Indenture"), with a trustee acceptable to the Issuer and the Tenant (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2025 Bonds;

(ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;

(iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2025 Bonds by the Issuer to a purchaser acceptable to the Issuer and the Tenant (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2025 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the

governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2025 Bonds, to be designated "City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project)" in the aggregate principal amount of $13,000,000, for the purpose of providing funds to pay the costs of the acquiring, constructing and equipping of the Project. The Series 2025 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2025 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2025 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2025 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2025 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2025 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The Clerk or the Deputy Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2025 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Property Tax Exemption; Payment in Lieu of Taxes. The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2025 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2025 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2025 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Manager, the Clerk and any Deputy Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2025 Bonds and the Bond Documents.

Section 12. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on December 17, 2025, and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 25-31 of the City of Emporia, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

(SEAL)

_____
Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF EMPORIA, KANSAS
HELD ON DECEMBER 17, 2025

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 11:00 A.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Councilmember _____ moved for the passage of an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025 (FAIRVIEW HOTELS LLC PROJECT) FOR THE PURPOSE OF THE ACQUIRING, CONSTRUCTING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the governing body:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No 25-31 and was signed by the Mayor and the signature attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

* * * * * * * * * * * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Emporia, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

(SEAL)

_____
Clerk

(PUBLISHED IN THE ***EMPORIA GAZETTE*** ON DECEMBER ___, 2025)

SUMMARY OF ORDINANCE NO. [25-31]

On December 17, 2025, the governing body of the City of Emporia, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EMPORIA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2025 (FAIRVIEW HOTELS LLC PROJECT) FOR THE PURPOSE OF THE ACQUIRING, CONSTRUCTING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) in the aggregate principal amount of $13,000,000 (the "Series 2025 Bonds"), for the purpose of paying the costs of the acquiring, constructing and equipping of a commercial facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Fairview Hotels LLC, a Kansas corporation. In connection with the issuance of the Series 2025 Bonds, the Issuer approves a 10 year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 111 East 6th Avenue, Emporia, Kansas 66801. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.emporiaks.gov

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 17, 2025.

_____
City Attorney

FAIRVIEW HOTELS LLC
AS TENANT

CITY OF EMPORIA, KANSAS
AS ISSUER

FAIRVIEW HOTELS LLC
AS PURCHASER

BOND PURCHASE AGREEMENT

$13,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

BOND PURCHASE AGREEMENT

$13,000,000
CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC Project)
Dated: December [__], 2025

THIS AGREEMENT entered into December [__], 2025 (the "Sale Date"), between Fairview Hotels LLC, a Kansas limited liability company (the "Tenant" and the "Purchaser"), and the City of Emporia, Kansas (the "Issuer"), collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

SECTION 1. RECITALS.

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds to finance the acquisition, construction and equipping of a commercial facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of December 1, 2025 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq*. (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated December [__], 2025, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on July 21, 2025 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated December [__], 2025 between the Issuer and [Trustee], [Trustee City, State], as trustee (the "Trustee").

(c) The proceeds of the sale of the Bonds are to be applied to payment of Project Costs (as defined in the Indenture) as set forth in the Project Lease, Ordinance and Indenture.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

On the basis of the representations and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The interest rate on the Bonds shall be 8.00% per annum.

The maturity date of the Bonds shall be December 31, 2035, unless call for redemption prior to such date.

The principal amount of the Bonds is $13,000,000.

The Bonds are subject to redemption and payment in whole or in part, at the option of and upon instructions from the Tenant, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

The Bonds shall be sold to the Purchaser by the Issuer on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined). Subject to *Section 4.1* of the Project Lease, the Closing Price shall be deposited in the Project Fund as provided in *Section 502* of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs.

As used herein, the term "Closing Date" shall mean December [__], 2025, or such other date as shall be mutually agreed upon by the Issuer and the Purchaser; the term "Closing Price" shall mean the principal amount of the Bonds. The Issuer and the Purchaser acknowledge and agree that the Purchaser will be receiving the Bonds in compensation for expenditures it made as Tenant under the Project Lease to acquire the Project and that the Bonds will constitute full payment for these costs.

The Bonds shall be issued under and secured as provided in the Ordinance and in the Indenture and the Project Lease authorized thereby and the Bonds shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a single fully registered bond.

The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the "Blue Sky" laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time:

(a) Purchaser is a Kansas limited liability company and, pursuant to all necessary corporate action, is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Indenture and Project Lease authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Project or security for payment of the Bonds.

(c) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (i) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (ii) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities

Act of 1933, as amended, or any applicable state securities law and that (iii) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

SECTION 4. ISSUER'S REPRESENTATIONS.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements made in such certificate.

SECTION 5. REPRESENTATIONS TO SURVIVE CLOSING.

The representations, warranties, agreements, and indemnities of the Issuer and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer or the Purchaser, of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease, the Project Lease, and the Indenture.

SECTION 6. THE PURCHASER'S RIGHT TO CANCEL.

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time.

SECTION 7. PAYMENT OF EXPENSES.

The Purchaser shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds from Bond proceeds or otherwise.

SECTION 8. NOTICES AND OTHER ACTIONS.

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

The Issuer:	City of Emporia, Kansas 518 Mechanic Street Emporia, Kansas 66801
The Tenant and Purchaser	Fairview Hotels LLC 1645 Swift Street North Kansas City, Missouri 64116

SECTION 9. MISCELLANEOUS.

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and payment for the Bonds; or (iii) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 10. EFFECTIVE DATE.

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

FAIRVIEW HOTELS LLC
EMPORIA, KANSAS
as Tenant and Purchaser

By: _____
Name: _____
Title: _____

Accepted and agreed to as of
the date first above written.

CITY OF EMPORIA, KANSAS

\

_____
Mayor

ATTEST: (Seal)

_____
City Clerk

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$13,000,000

CITY OF EMPORIA, KANSAS

TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

Dated December [__], 2025

$13,000,000
CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

Closing: December [__], 2025

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of Emporia, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on December [__], 2025, through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

1. City of Emporia, Kansas ("Issuer")
2. Fairview Hotels LLC ("Tenant" and "Purchaser")
3. [Trustee] ("Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Christina Montgomery, Esq. ("Issuer's Counsel")
6. Kreamer Arney Wait & Bottaro LC ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a portable digital device is requested before closing.

* * *

CLOSING LIST

Document Number

BASIC BOND DOCUMENTS:

1. Trust Indenture

2. Site Lease

3. Project Lease

4. Bond Purchase Agreement

ADDITIONAL ISSUER DOCUMENTS:

5. Excerpts of Minutes
    a. Relating to Public Hearing and Resolution of Intent
    b. Relating to Ordinance No. _____

6. Resolution of Intent

7. Affidavit of Mailing and Publication regarding Notice of Public Hearing
    a. Publisher's Affidavit of Publication

8. Bond Ordinance

9. Affidavit of Publication of Bond Ordinance

10. Specimen Series 2025 Bond
    a. Certificate of Bond Printer

11. Certificates of Manual Signature
    a. Mayor
    b. Clerk

12. Issuer's Closing Certificate
    a. Analysis of Costs and Benefits

13. Kansas Board of Tax Appeals Proceedings
    a. Informational Statement
    b. Letter of Complete and Timely Filing
    c. Certificate of Issuance

14. Notice of Site Lease and Project Lease

15. Assignment of Site Lease and Project Lease

DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:

16. Tenant's Closing Certificate with Exhibits
    a. Articles of Organization
    b. Operating Agreement
    c. Authorizing Resolution
    d. Expected Use of Bond Proceeds
    e. Certificate of Good Standing for Tenant from Kansas Secretary of State

17. Insurance Certificates

18. Evidence of Title

MISCELLANEOUS DOCUMENTS:

19. Trustee's Receipt and Closing Certificate

20. Purchaser's Receipt and Closing Certificate

21. Closing Memorandum

LEGAL OPINIONS:

22. Bond Counsel Opinion

23. Opinion of Counsel for the Issuer

24. Opinion of Counsel for the Tenant

* * *

ISSUER'S CLOSING CERTIFICATE

$13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and Clerk of the City of Emporia, Kansas (the "Issuer") and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the "Bonds"), hereby certify as of December [__], 2025, as follows:

1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.

1.2. **Meetings**. The meetings of the City Commission at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3. **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

Name	Title	Term of Office
	Mayor	
	Clerk	

1.4. **Official Newspaper.** The *Emporia Gazette* is the Issuer's official newspaper and was the official newspaper on the date of publication of (a) the Ordinance, (b) the Notices required pursuant to K.S.A. 12-1740 *et seq*. (the "Act"); and (c) a Notice of Public Hearing as required by law relating to the issuance of the Bonds and granting of a property tax exemption.

2. ISSUER DOCUMENTS

2.1. **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds to be furnished to Fairview Hotels LLC, the original purchaser of the Bonds (the "Purchaser"), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief full, true and complete; none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. **Execution of Bonds and Bond Documents.** We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount $13,000,000, consisting of a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the "Issuer Documents") authorized by Ordinance No. [_____] (the "Ordinance"):

(i) a Trust Indenture dated as of December 1, 2025 (the "Indenture"), with [Trustee], [Trustee City, State], as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds;

(ii) a Site Lease dated as of December 1, 2025 (the "Site Lease"), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds;

(iii) a Project Lease dated as of December 1, 2025 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2025 Bonds by the Issuer to Fairview Hotels LLC, Emporia, Kansas (the "Purchaser").

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of the Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. **Enforceability of Documents.** To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. **Representations and Warranties**. To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

3. LEGAL MATTERS; PROJECT

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer.

3.2. **No Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for payment of the Bonds.

3.3 **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

3.4 **Compliance with Statutes Governing Property Tax Exemptions.** Written notices complying with the provisions of K.S.A. 12-1749c and K.S.A. Supp. 12-1749d (relating to ad valorem property tax exemptions) were given in a timely manner to the Board of County Commissioners of Lyon County, Kansas and to each unified school district in which the Project is located. Prior to the granting of the property tax exemption, an analysis of the costs and benefits of such exemption was prepared for the Issuer's governing body, which included the effect of the exemption on state revenues, and a public hearing on the granting of the exemption was held by the governing body of the Issuer. A copy of the Analysis of Costs and Benefits is attached to this Certificate as ***Exhibit A***. Notice of the public hearing was published once at least seven days prior to the hearing in the official newspaper of the Issuer, and indicated the purpose, time and place of the hearing.

4. MISCELLANEOUS

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Indenture, the Trustee is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Indenture.

4.2. **Deposit of Bond Proceeds**. The Trustee, in accordance with the requirements of the Indenture, is hereby directed to deposit the proceeds of the Bonds into the funds and accounts established under and in accordance with the provisions of the Indenture; subject, however, to the provisions of *Section 4.1* of the Project Lease.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF EMPORIA, KANSAS

[SEAL]

_____
Mayor

ATTEST:

_____
Clerk

EXHIBIT A

ANALYSIS OF COSTS AND BENEFITS

When Recorded Return to:
Dominic Eck
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

NOTICE OF SITE LEASE AND PROJECT LEASE

Notice is hereby given as of December [__], 2025, that Fairview Hotels LLC, a Kansas limited liability company (the "Tenant"), has leased real property located in Lyon County, Kansas, described in ***Schedule I*** attached hereto (the "Project") to the City of Emporia, Kansas, an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of December 1, 2025 (the "Site Lease").

Notice is hereby further given as of December [__], 2025, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2025 (the "Project Lease").

The Site Lease and Project Lease expire on December 31, 2035, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of Emporia, Kansas as of the day and year first above written.

CITY OF EMPORIA, KANSAS

_____
Mayor

[SEAL]

_____
Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on _____, 2025 by _____ as Mayor and by _____ as Clerk of the City of Emporia, Kansas, a municipal corporation.

[SEAL]

_____
Notary Public

_____
Typed or Printed Name of Notary Public

My Appointment Expires:

_____

SCHEDULE I

[to be inserted]

When Recorded Return to:
Dominic Eck
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

ASSIGNMENT OF SITE LEASE AND PROJECT LEASE

WHEREAS, the City of Emporia, Kansas, an incorporated city of the first class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of December 1, 2025 (the "Site Lease") with Fairview Hotels LLC, a Kansas limited liability company, (the "Tenant"), of real property described in ***Schedule I*** attached hereto (the "Real Property"); and

WHEREAS, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2025 (the "Project Lease"); and

WHEREAS, the Site Lease and Project Lease are for terms beginning as of December [__], 2025, and expiring December 31, 2035; and

WHEREAS, the Issuer has issued its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

WHEREAS, [Trustee], [Trustee City, State], has been designated as trustee (the "Trustee") pursuant to the terms of a Trust Indenture dated as of December 1, 2025 (the "Indenture"), between the Issuer and the Trustee, and under the Indenture the Trustee is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Indenture, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

NOW, THEREFORE, in consideration of the acceptance by the Trustee of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of December [__], 2025 assign to the Trustee all of its right, title and interest in the Site Lease and the Project Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the

Indenture the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Trustee under the Indenture.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Emporia, Kansas, has set its hand by its Mayor and attested by the Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

CITY OF EMPORIA, KANSAS

_____
Mayor

[SEAL]

_____
Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on _____, 2025 by _____ as Mayor and by _____ as Clerk of the City of Emporia, Kansas, a municipal corporation.

[SEAL]

_____
Notary Public

_____
Typed or Printed Name of Notary Public

My Appointment Expires:

_____

ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting trust officer of [Trustee], hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and the Project Lease by the City of Emporia, Kansas (the "Issuer") of all of its rights and interest in and to the Site Lease and the Project Lease dated as of December 1, 2025, between the Issuer, and Fairview Hotels LLC, as Tenant.

[Trustee]
[Trustee City, State],
as Trustee

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF_____)

This instrument was acknowledged before me on the ____ day of _____ 2025, by _____, _____ of [Trustee], a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

_____
Notary Public

My Appointment Expires:

_____

SCHEDULE I

[to be inserted]

BEFORE THE BOARD OF TAX APPEALS
OF THE STATE OF KANSAS

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Emporia, Kansas issued its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) dated December [__], 2025 in the principal amount of $13,000,000, on the _____ day of _____, ____.

City of Emporia, Kansas

By: _____
Authorized Officer

BOTA Filing No.:_____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Dominic Eck, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Taxable Industrial Revenue Bonds; that he has read the foregoing Certificate of Issuance and knows of his own personal knowledge that the statements set forth therein are true and correct.

By: _____
Dominic Eck

SUBSCRIBED AND SWORN to before me this ____ day of_____, ____.

_____
[SEAL] Notary Public

My Appointment Expires: _____

TRUSTEE'S RECEIPT AND CLOSING CERTIFICATE

$13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)

The undersigned, a duly authorized trust officer of [Trustee], [Trustee City, State] (the "Trustee"), the trustee designated in a Trust Indenture dated as of December 1, 2025 (the "Indenture") between the City of Emporia, Kansas (the "Issuer") and the Trustee, which authorizes and secures the Issuer's Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) (the "Bonds"), hereby certifies on behalf of the Trustee:

(a) The Trustee hereby ratifies and confirms its acceptance of the duties specified for it in the Indenture, the Site Lease, and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Trustee is a party have been duly executed and delivered on behalf of the Trustee by duly authorized officers of the Trustee and constitute valid and binding obligations of the Trustee, enforceable in accordance with their terms.

(b) The Trustee is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof, and has full power and authority to act as trustee, paying agent and bond registrar as provided in the Indenture and to discharge the duties imposed upon it by the Bond Documents.

(c) Pursuant to and in accordance with the provisions of the Indenture and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Trustee by a duly authorized officer or signatory of the Trustee, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Trustee, authorized to perform the acts described herein.

(d) The Trustee has delivered certificates representing the entire principal amount of the Bonds presently being issued pursuant to the Indenture to or for the account of Fairview Hotels LLC, Emporia, Kansas, the Original Purchaser, as of the delivery of this certificate.

(e) The Trustee acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(f) The Trustee deposited the net proceeds from the sale of the Bonds into the funds and accounts established under the Indenture as provided in the Indenture.

(g) The Trustee acknowledges receipt of each of the documents specified in the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed by a duly authorized trust officer this_____ day of _____, 2025.

[TRUSTEE]
[Trustee City, State]
as Trustee

By: _____
Name: _____
Title: _____

TENANT'S CLOSING CERTIFICATE

$13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Chief Financial Officer of Fairview Hotels LLC, a Kansas limited liability company (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of $13,000,000 principal amount of Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) (the "Bonds"), by the City of Emporia, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

1. **ORGANIZATION AND AUTHORITY**

1.1. **Due Organization.** The Tenant is a limited liability company duly incorporated, organized and in good standing under the laws of the State of Kansas. A copy of the Certificate of Good Standing of the Tenant is attached hereto as *Exhibit E*.

1.2. **Articles of Organization and Operating Agreement.** The copy of the Articles of Organization of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of the Articles of Organization, as amended to date, as certified by the Secretary of the State of Kansas, and the Articles of Organization have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of the Operating Agreement, as amended to date, and the Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

2. **PROCEEDINGS AND LEGAL DOCUMENTS**

2.1. **Proceedings.** A true and correct copy of the resolution lawfully adopted by the Members of the Tenant in accordance with the laws of the Tenant's state of organization and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized officers pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and are in substantially the same form and text as the copies of such documents which were presented before the

Members of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

(a) Site Lease dated as of December 1, 2025 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.

(b) Project Lease dated as of December 1, 2025 (the "Project Lease"), between the Issuer and the Tenant.

(c) Bond Purchase Agreement (the "Bond Purchase Agreement"), among the Issuer and the Tenant.

2.3. **Authorization of Documents.** The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. **Representations in the Tenant Documents.** Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

2._. **Designation of Authorized Tenant Representative.** The Tenant hereby designates the following person as the Authorized Tenant Representative for purposes of the Indenture, the Site Lease and the Project Lease:

Name	Title
Sanjay Koshiya	Manager

3. DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS

3.1. **Location and Description of Project.** The proceeds of the Bonds are being used to finance the costs of the Project (as defined in the Project Lease). The Project consists of the acquiring, constructing and equipping of a commercial facility. The Project is located within the corporate limits of the Issuer.

3.2. **Sources and Uses of Funds.** The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

4. LEGAL MATTERS

4.1. **No Litigation.** There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

4.2. **Title to the Project.** To the best of my knowledge, based on a title insurance policy, there is at present no defect in the title to the land on which the Project is constructed, or any other property described in the Indenture, the Site Lease or the Project Lease, other than Permitted Encumbrances, if any (as defined in the Project Lease), which may materially interfere with or impair the operation of, or materially adversely affect the value of, the Project or prevent or limit the carrying out of the purposes for which the same is being used by the Tenant.

4.3. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

4.4. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Articles of Organization or Operating Agreement or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

4.5. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds.

5. **ENVIRONMENTAL MATTERS.**

5.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current. Upon occupancy of the Project, Tenant will obtain any required permits for its operations to be conducted on and in the Project.

5.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease).

5.3. **No Pending Actions.** There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

5.4. **Releases of Hazardous Substances.** Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto the Project; it has not been able to discover any such releases, and has concluded that there are none; Tenant is not aware of any such past releases involving any of its other properties, and there are no current releases on any of its properties. The terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

5.5. **Present Conditions.** Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project or any of its other properties which could give rise to an action against Tenant or to liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have signed this certificate for delivery concurrently with the issuance of the Bonds.

FAIRVIEW HOTELS LLC

By: _____
Name: Andy Bulloch
Title: Chief Financial Officer

EXHIBIT A

ARTICLES OF ORGANIZATION

EXHIBIT B

OPERATING AGREEMENT

EXHIBIT C

MEMBER RESOLUTION

EXHIBIT D

SOURCES AND USES OF FUNDS

EXHIBIT E

CERTIFICATE OF GOOD STANDING

[FORM OF OPINION FOR TENANT'S COUNSEL]

(Counsel's Letterhead)

[December [__], 2025]

City of Emporia, Kansas
Emporia, Kansas

Fairview Hotels LLC
Emporia, Kansas

[Trustee]
[Trustee City, State]

Gilmore & Bell, P.C.
Wichita, Kansas

Re: $13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds, Series 2025
(Fairview Hotels LLC Project)
(the "Bonds")

Ladies and Gentlemen:

I have acted as counsel for Fairview Hotels LLC (the "Tenant") in connection with the issuance of the Bonds, and in that connection I have examined the originals or copies certified or otherwise identified to my satisfaction of:

(a) Articles of Organization of the Tenant and Operating Agreement of the Tenant, all as amended to date;

(b) a certificate of recent date of the Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Kansas;

(c) executed copies of the following documents (collectively, the "Tenant Documents"):

(i) a Trust Indenture dated as of December 1, 2025 (the "Indenture") between the City of Emporia, Kansas (the "Issuer") and [Trustee], [Trustee City, State], as bond trustee (the "Trustee");

(ii) a Site Lease dated as of December 1, 2025 between the Tenant, as lessor, and the Issuer, as lessee;

(iii) a Project Lease dated as of December 1, 2025 (the "Project Lease") between the Issuer, as lessor, and Tenant, as lessee;

(iv) a Bond Purchase Agreement dated as of December 1, 2025 (the "Bond Purchase Agreement") among the Issuer and the Tenant, as Original Purchaser;

(e) the proceedings of the members of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents;

(f) such other documents, instruments, certificates and records as we have considered necessary for purposes of this opinion.

For purposes of this opinion we have assumed that each of the other parties to the Tenant Documents have all requisite power and authority and have taken all necessary action to execute and deliver the instruments to which it is a party and to effect the transactions contemplated thereby.

Based on the foregoing, we are of the opinion that:

1. The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas, with corporate powers adequate for carrying on the business now conducted by it.

2. The Tenant has full power and authority to execute and deliver the Tenant Documents and to perform its obligations thereunder; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and, subject to the qualification stated in the last paragraph of this opinion, each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under, or conflict with or violate any material provisions of, the Tenant's Articles of Organization or Operating Agreement, both as amended to date, or applicable law, and do not and will not materially conflict with or violate or result in a material adverse effect on the Tenant under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which it is a party, or any administrative regulation or court decree.

4. Except as disclosed in the Tenant's Closing Certificate, to our knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, to our knowledge, there is no litigation, proceeding, or investigation pending or threatened against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

My opinion that the Tenant Documents are enforceable in accordance with their terms is qualified to the extent that enforcement of the rights and remedies created by them is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

This opinion is delivered to you by us as counsel for the Tenant and is solely for your use and reliance in connection with the issuance and sale of the Bonds and may not be used or relied upon by any other person for any purpose without our prior written consent.

Very truly yours,

MEMBER RESOLUTION

BE IT RESOLVED BY THE MEMBERS OF FAIRVIEW HOTELS LLC, A KANSAS LIMITED LIABILITY COMPANY, that the City of Emporia, Kansas (the "Issuer") shall issue its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) in the aggregate principal amount of $13,000,000 (the "Bonds") for the purpose of paying the costs of the acquiring, constructing and equipping of a commercial facility (the "Project"); and further

BE IT RESOLVED that the Bonds shall be issued pursuant to a Trust Indenture between the Issuer and the bond trustee named therein (the "Trustee"); and further

BE IT RESOLVED, that this company shall execute, enter into and perform a Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further,

BE IT RESOLVED, that this company shall execute, enter into and perform a Project Lease (the "Project Lease") between the Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further,

BE IT RESOLVED, that this company shall execute, enter into and perform a Bond Purchase Agreement (the "Bond Purchase Agreement") between this company and the Issuer, relating to the sale and purchase of the Bonds; and further

BE IT RESOLVED, that the Manager or any Member of this company be and is hereby authorized and directed to execute and deliver the Indenture, Site Lease, Project Lease, and Bond Purchase Agreement (the "Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED, that the Manager or any Member of this company be and is hereby authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED, that the officers of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

I, the undersigned Manager of Fairview Hotels LLC, hereby certify that the foregoing Resolutions are hereby lawfully adopted by the Members of Fairview Hotels LLC and the same are presently in full force and effect on _____, 2025.

FAIRVIEW HOTELS LLC

By: _____
Name: _____
Title: Manager

[FORM OF OPINION FOR COUNSEL TO ISSUER]

[December [__], 2025]

Gilmore & Bell, P.C.
Wichita, Kansas

Fairview Hotels LLC
Emporia, Kansas

Governing Body
City of Emporia, Kansas

Re: $13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of Emporia, Kansas (the "Issuer"), and acting as its counsel, I have advised the Issuer in connection with its Ordinance No. [_____] (the "Ordinance"); a Site Lease dated as of December 1, 2025, between the Issuer and Fairview Hotels LLC (the "Tenant"); a Project Lease dated as of December 1, 2025, between the Issuer and the Tenant; a Trust Indenture dated as of December [__], 2025 between the Issuer, and [Trustee], [Trustee City, State], as Trustee; and an Assignment of Site Lease and Project Lease from the Issuer to the Bank (collectively, the "Bond Documents") and other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.

2. The Issuer, acting through a majority of its governing body, did pass the Ordinance on December 17, 2025; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,

BOND PREPARATION CERTIFICATE

This will certify that the undersigned has caused to be prepared and delivered one original Bond certificate in the aggregate principal amount of $13,000,000 for the City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project); and one sample Bond.

GILMORE & BELL, P.C.

By: _____

PURCHASER'S CERTIFICATE AND RECEIPT

$13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)

Fairview Hotels LLC, (the "Purchaser"), hereby certifies that the Purchaser received from [Trustee], [Trustee City, State], as Trustee on behalf of the City of Emporia, Kansas (the "Issuer") the Issuer's Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project), in an aggregate principal amount of $13,000,000, dated as of December [__], 2025. Issued by the Issuer and received by the Purchaser was one Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

The Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Trustee.

DATED _____, 2025.

FAIRVIEW HOTELS LLC

By: _____
Name:
Title:

[OPINION OF BOND COUNSEL]

[December [__], 2025]

Governing Body
City of Emporia, Kansas

Fairview Hotels LLC
Emporia, Kansas

[Trustee]
[Trustee City, State]

Re: $13,000,000
City of Emporia, Kansas
Taxable Industrial Revenue Bonds
Series 2025
(Fairview Hotels LLC Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Emporia, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq*., as amended (the "Act"), and a Trust Indenture (the "Indenture") dated as of December 1, 2025 between the Issuer and [Trustee], [Trustee City, State], as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and Fairview Hotels LLC (the "Tenant") contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Kreamer Arney Wait & Bottaro LC, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the status and due organization of the Tenant, (b) the power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the "State"), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Indenture, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer.

3. The Bonds are payable solely from the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Indenture, the Site Lease, and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Indenture creates a valid lien on the Trust Estate pledged and assigned by the Issuer to the Trustee under the Indenture for the benefit and security of the owners of the Bonds, on a parity with other bonds, if any, issued or to be issued as Additional Bonds under the Indenture.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Site Lease, and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

DLE:as

GILMORE & BELL, P.C.
12/09/2025

CITY OF EMPORIA, KANSAS

AS ISSUER

AND

[TRUSTEE]
[TRUSTEE CITY, STATE]

AS TRUSTEE

TRUST INDENTURE

DATED AS OF DECEMBER 1, 2025

$13,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE is dated as of December 1, 2025 (the "Indenture"), between the City of Emporia, Kansas (the "Issuer"), and [Trustee], [Trustee City, State], as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq*. (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project), in the principal amount of $13,000,000 (the "Series 2025 Bonds"), for the purpose of providing funds for the acquiring, constructing and equipping of a commercial facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to Fairview Hotels LLC, a Kansas limited liability company (the "Tenant"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2025 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2025 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2025 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2025 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (the property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer's Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Site Lease and Project Lease;

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Issuer, by the Tenant or by anyone in their behalf, or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the Series 2025 Bonds and any Additional Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in *Article XII* hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means K.S.A. 12-1740 *et seq*.

"Additional Bonds" means any Bonds issued in addition to the Series 2025 Bonds pursuant to *Section 2.09* of this Indenture.

"Authorized Denomination" means $5,000 or any amount in excess thereof.

"Authorized Tenant Representative" means the Manager of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Tenant by its Authorized Tenant Representative or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bond" or **"Bonds"** means the Series 2025 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Issuer and the Original Purchaser related to the purchase of the Series 2025 Bonds.

"Bond Registrar" means the Trustee**.**

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

"Construction Period" means the period from the beginning of acquisition or construction of Improvements to their Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel and counsel for the Tenant.

"**Dated Date**" means the Issue Date.

"Debt Service Fund" means the "City of Emporia, Kansas Debt Service Fund (Fairview Hotels LLC Project)" authorized and established with the Trustee pursuant to the Indenture.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Event of Default" means one of the following events:

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Tenant within such period and diligently pursued until such default is corrected; or

(d) An "Event of Default" as defined in the Project Lease.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of this Indenture.

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2025 Bonds, it means December 31 in each year, commencing as of December 31, 2025.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" means any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit;

(d) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above;

(e) any investment in shares or units of a money market fund or trust rated "AAAm" or "AAAm-G" or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);

(f) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above.

"Issue Date" means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the Purchase Price.

"Issuer" means the City of Emporia, Kansas, a city of the first class organized under the laws of the State, and its successors and assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Notice Representative" means:

(a) With respect to the Tenant, its Manager at its Notice Address (as defined in the Project Lease).

(b) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Project Lease).

(c) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Project Lease).

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Series 2025 Bonds to the Original Purchaser.

"Original Purchaser" means Fairview Hotels LLC, Emporia, Kansas.

"Outstanding" means, as of a particular date all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment or redemption in accordance with the provisions of *Section 12.02* of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or "Owners" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee.

"Payment Date" means any Interest Payment Date or any Principal Payment Date.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2025 Bonds, the Principal Payment Date is December 31, 2035.

"Project" means the Real Property and the Improvements.

"Project Additions" means any Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in *Articles XI* and *XII* of the Project Lease.

"Project Costs" means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of such of the Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2025 Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition or performance of work on the Improvements prior to the issuance of the Bonds;

(e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with *Article VI* of the Project Lease, respectively;

(f) interest accruing on the Series 2025 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the "City of Emporia, Kansas Project Fund (Fairview Hotels LLC Project)" authorized and established with the Trustee pursuant to the Indenture.

"Project Lease" means the Project Lease delivered concurrently with this Indenture between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of *Article XI* of this Indenture.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Real Property" means the real property (or interests therein) described in *Schedule I* to the Project Lease.

"Record Date" means the first day of the month of each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Indenture.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to *Article III* of the Project Lease.

"Series 2025 Bonds" means the City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) in the aggregate principal amount of $13,000,000.

"Site Lease" means that Site Lease dated as of December 1, 2025, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

"State" means the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to *Article XI* of this Indenture.

"Tenant" means Fairview Hotels LLC, a Kansas limited liability company, its successors and assigns.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means [Trustee], [Trustee City, State], a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer's Rights" mean the rights of the Issuer pursuant to the Project Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Project Lease, all in accordance with the terms of the Project Lease.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, trusts and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Indenture as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 2.01. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to the $13,000,000 principal amount of Series 2025 Bonds and any Additional Bonds permitted hereunder.

Section 2.02. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Project Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project or insurance proceeds and condemnation awards, if any, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owner(s) of Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest thereon, nor any judgment thereon or with respect thereto, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation thereof, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In

making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom as hereinabove provided. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. The Bonds shall be substantially in the form set forth in *Article IV* of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the dated date of such series of Bonds; provided, however, if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any Bond certificates issued in lieu of Bonds surrendered for transfer or exchange, the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 2.04. Method and Place of Payment of Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

So long as the Tenant is the sole Owner of any Bond issued pursuant to this Indenture, the Trustee may make payments of principal and interest on such Bonds by internal journal entry on the records of the Trustee, and the Trustee shall record the amount of such debt service payments on the registration books for the Bonds maintained by the Trustee on behalf of the Issuer.

Section 2.05. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or

facsimile thereof appears on any Bond certificates shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by such persons as at the actual time of the execution of such Bond certificate shall be the proper officers to sign although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in *Article IV* hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bond certificates that may be delivered hereunder at any one time.

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2025 Bonds and any Additional Bonds as provided in this Indenture.

(b) Bonds may be transferred only upon the books maintained by Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner(s) of Bonds or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond certificate(s), registered in the name of the transferee, of any Authorized Denomination in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Owner(s) of Bonds fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner(s) of Bonds sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Owner(s) of Bonds.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Owner(s) of Bonds before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) Any proposed transfer of Series 2025 Bonds shall be made by the Trustee only upon delivery to the Trustee, the Issuer and the Tenant of an opinion of counsel to the proposed transferor either (i) that the proposed transfer is a part of a transaction exempt from the application of the Securities Act of 1933, as amended (the "1933 Act"), or (ii) that the transfer is a part of a transaction that is in compliance

with the registration provisions of the 1933 Act, which opinion shall be in form and substance acceptable to both the Trustee, the Issuer and the Tenant.

(e) All of the duties of the Trustee set forth in this *Section 2.06* may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 2.07. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and premium, if any, and, interest on any such Bond shall be made only to or upon the order of such registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.08. Authorization of Series 2025 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture, a series of Bonds in the aggregate principal amount of $13,000,000 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project)." The Series 2025 Bonds shall be dated as of the Dated Date, shall become due on the Principal Payment Dates in the years and in the respective principal amounts (subject to prior redemption as hereinafter provided in *Article III*) and shall bear interest from their effective date of registration or the Interest Payment Date to which interest has been paid, at the rates per annum (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Stated Maturity	**Principal Amount**	**Interest Rate**
December 31, 2035	$13,000,000	8.00%

(b) Interest on the Series 2025 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2025 Bonds.

(d) Upon the original issuance and delivery of the Series 2025 Bonds, the effective date of registration thereof shall be their Dated Date.

(e) The Series 2025 Bonds shall be substantially in the form and manner set forth in *Article IV* hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the Ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2025 Bonds and the execution of this Indenture and the Project Lease.

(ii) An original executed counterpart of this Indenture.

(iii) An original executed counterpart of the Site Lease.

(iv) An original executed counterpart of the Project Lease.

(v) An opinion of Bond Counsel to the effect that the Series 2025 Bonds constitute valid and legally binding obligations of the Issuer, subject to such limitations and restrictions as shall be described therein.

(vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2025 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2025 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2025 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2025 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof. The Original Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Original Proceeds. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of disbursements from the Project Fund as long as the Tenant and the Owner are the same entity.

Section 2.09. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2025 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

(i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.

(ii) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation thereto or thereof.

(iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act.

(iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated Redemption Date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Original Purchaser shall give its written consent thereto, which shall not be unreasonably withheld, and the Issuer's governing body shall enact an Ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required, (iii) authorizing the Issuer to enter into a supplemental lease with the Tenant to provide for

rental payments at least sufficient to pay the principal of, premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2025 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of *Article III* of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2025 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and *Article IV* hereof and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Project Lease.

(ii) An original executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds.

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer, subject to such limitations and restrictions as shall be described therein.

(v) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been duly made for the payment of all of the Bonds to be refunded in accordance with the provisions of *Article XII* of this Indenture.

(vi) A copy of the written consent of the Original Purchaser.

(vii) Such other instructions, certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale

of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in *Article V* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Tenant.

Section 2.10. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in denominations of $5,000 or any amount in excess thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.12. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before Maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee.

Section 2.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity, and no interest shall accrue for the period after such date.

Section 2.14. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Owner(s) of Bonds for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Owner(s) of Bonds, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by Maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Series 2025 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 3.02. Redemption of Series 2025 Bonds. The Series 2025 Bonds shall be subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium, plus accrued interest thereon to the date fixed for redemption and payment.

Section 3.03. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a

separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 3.04. Trustee's Duty to Redeem Bonds. The Trustee shall call bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the Redemption Date (except with respect to mandatory redemption of Term Bonds, no further notice of which is required). Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof upon receipt by the Trustee at least 45 days prior to the proposed Redemption Date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Tenant. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided herein, no request from the Issuer or instructions from the Tenant shall be necessary.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the Redemption Date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 3.06. Effect of Call for Redemption. Prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified Redemption Date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FORM OF BONDS

Section 4.01. Forms Generally. The Series 2025 Bonds, and the Trustee's certificate of authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 4.02. Bond Counsel's Approving Opinion. If printed on the Bond certificates, Bond Counsel's approving opinion with respect to the authorization and issuance of the Bonds shall be preceded by the following certificate:

I, the undersigned, Clerk of the City of Emporia, Kansas hereby certify that the following is a true and correct copy of the complete final legal opinion of Gilmore & Bell, P.C., Bond Counsel, on the within Bond and the series of which the Bond is a part, except that it omits the date of such opinion, that the legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with [Trustee], [Trustee City, State].

(facsimile signature)
Clerk of the
City of Emporia, Kansas

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Funds and Accounts. There are hereby authorized to be established in the custody of the Trustee the following Funds and Accounts:

(a) "City of Emporia, Kansas Project Fund (Fairview Hotels LLC Project)"

(b) "City of Emporia, Kansas Debt Service Fund (Fairview Hotels LLC Project)"

The Trustee may create separate subaccounts in any Fund or Account for each series of Bonds issued pursuant to the Indenture.

Section 5.02. Deposit of Bond Proceeds. Except as otherwise provided in *Section 4.1* of the Project Lease, the net proceeds received from the sale of the Series 2025 Bonds shall be deposited or deemed to be deposited (as set forth in *Section 4.1* of the Project Lease and *Section 2.08(f)* hereof) simultaneously with the delivery of the Series 2025 Bonds into the Project Fund.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Deposits into the Project Fund. In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.

(c) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Project Lease.

(d) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Project Lease.

(e) Except as otherwise provided herein or in the Project Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction of the Improvements, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund.

Section 6.02. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs (other than Costs of Issuance) in accordance with the provisions of *Article V* of the Project Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer. If, pursuant to *Article IV* of the Lease and *Section 208(f)* hereof, the Trustee is deemed to have deposited the Original Proceeds into the Project Fund, the Trustee shall be deemed to have disbursed such funds from the Project Fund to the Tenant (or such other entity designated by the Tenant) in satisfaction of the requisition certificate.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

(c) The completion of the Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Tenant of the Certificate of Completion required by *Section 5.5* of the Project Lease. Any balance remaining in the Project Fund shall without further authorization be deposited in the Debt Service Fund and applied by the Trustee solely to the payment of principal of the Bonds through the payment on a Stated Maturity or redemption thereof on any Redemption Date specified in the optional redemption provisions of *Section 3.02* hereof, or as otherwise permissible in the opinion of Bond Counsel.

Section 6.03. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any

moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

Section 6.04. Deposits into the Debt Service Fund. In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(a) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, proceeds of such Additional Bonds in an amount not to exceed the sum which, when added to the accrued interest and premium, if any, received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds.

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Section 6.05. Application of Moneys in the Debt Service Fund.

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make the funds so withdrawn available to the Paying Agent for the purpose of paying the principal, premium, if any, and interest. To the extent the Tenant is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by the Trustee.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent the moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Tenant may also direct such excess moneys in the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XII* hereof, shall be paid to the Tenant by the Trustee.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Project Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 7.02. Investment of Moneys in Funds. Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account.

Section 7.03. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if any, and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project (as well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Project Lease with the result that the right of possession of the Project is returned to the

Issuer, the Issuer shall fully cooperate with the Trustee and with the Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 8.02. Authority to Execute Indenture and Issue Bonds. The Issuer covenants, to the best of its knowledge and belief, that: (i) it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth (including the creation of a security interest therein); (ii) all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

Section 8.05. Recording and Filing. The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 8.06. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of *Articles VI, VII* and *X* of the Project Lease, the Tenant has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of Tenant.

Section 8.07. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall, at all reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease. The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of the covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

Section 8.09. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Project Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Owner(s) of Bonds owning at least 51% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 9.02. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Owner(s) of Bonds owning not less than 25% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owner(s) of Bonds to enforce the payment of the principal of,

premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owner(s) of Bonds, and any recovery of judgment shall be for the equal benefit of all Outstanding Bonds.

(c) In any litigation with the Tenant after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

Section 9.04. Sale in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b)*.

Section 9.05. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds. No Owner(s) of Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this section to institute such action, suit or proceeding in its own name; and such knowledge and request are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owner(s) of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceedings so directed would expose the Trustee to personal liability.

Section 9.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Owner(s) of Bonds owning at least 51% in

aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Application of Money Received after Event of Default.

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

first: To the payment of Default Administration Costs

second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due; and

third: To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

fourth: To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d)*.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the trusts in the manner in which a corporate trustee ordinarily would perform the trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent corporate trust officer would exercise or use under the circumstances, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those expressly set forth in this Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture, the Site Lease and the Project Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

(b) Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Trust Indenture and the Project Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Owner(s) of Bonds relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to rely upon the opinion or advice of counsel, who may be counsel to the Trustee, Issuer or the Tenant, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(d) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Site Lease or the Project Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is an Owner(s) of Bonds, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the mayor of the Issuer or the Authorized Tenant Representative as sufficient evidence of the facts therein contained, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) At any and all reasonable times and upon reasonable prior notification to the Tenant, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and Tenant pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(i) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(j) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 10.02. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such

ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Project Lease.

Section 10.03. Notice to Owner(s) of Bonds if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

Section 10.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 10.05. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Tenant do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 10.07. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer or the Tenant; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first class mail. The Issuer or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal amount of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee

may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Project Lease, and the Tenant has failed after 30 days written notice to make such payment the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Owner(s) of Bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Site Lease or the Project Lease, and in particular in case of the enforcement of either a default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such

co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 10.13. Performance of Duties under the Site Lease, and Project Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Site Lease, and Project Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds. The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Owner(s) of Bonds;

(b) To grant to or confer upon the Trustee for the benefit of the Owner(s) of Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owner(s) of Bonds;

(c) To more precisely identify the Project or to add additional property thereto;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in *Section 2.09* hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (i) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 11.03. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to *Section 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 12.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in *Section 12.02* hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Debt Service Fund required to be paid to the Tenant under *Section 6.05(d)* hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of, and interest accrued on, the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 12.02. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities. As a condition to the Bonds being deemed paid, the Trustee shall have received an opinion of Bond Counsel to the effect that the conditions of this Section have been satisfied.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds until proper notice of such redemption shall have been given in accordance with *Article III* of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owner(s) of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner(s) of Bonds in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Owner(s) of Bonds owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant or any affiliate of the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Tenant; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 13.02. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owner(s) of Bonds, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tenant and the Owner(s) of Bonds as herein provided.

Section 13.03. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, to the Notice Representative.

All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 13.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 13.05. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the

effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 13.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.08. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Except for the Bond certificates, copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF EMPORIA, KANSAS

[SEAL]

_____
Mayor

ATTEST:

_____
Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on the _____ day of_____, 2025 by _____ as Mayor of the City of Emporia, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

_____
Notary Public

My Appointment Expires:

_____

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

[TRUSTEE]
[Trustee City, State],
as Trustee

By: _____
Name: _____
Title: _____

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____ 2025, by _____, as _____ of [Trustee], a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

_____
Notary Public

My Appointment Expires:

_____

APPENDIX A

FORM OF BONDS

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS SERIES 2025 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2025 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF LYON
CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

Interest Rate:	Maturity Date:	Dated Date:	Identification Number:

Registered Owner: _____

Principal Amount: _____Dollars

The City of Emporia, Kansas, a body politic and corporate, incorporated as a city of first class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the principal sum identified above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable on December 31 of each year, commencing December 31, 2025 (the "Interest Payment Dates"), until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date

thereof, upon presentation and surrender of this Bond at the principal corporate trust office or other designated office of [Trustee] in [Trustee City, State] (the "Paying Agent" and "Trustee"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee at the close of business on the Record Date(s) for such interest, which shall be the 1st day (whether or not a business day) of the calendar month of such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project)," in the aggregate original principal amount of $13,000,000 (the "Series 2025 Bonds"), issued for the purpose of providing funds to pay the costs of the acquiring, constructing and equipping of a commercial facility (the "Project"), to be leased by the Issuer to Fairview Hotels LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Project Lease dated as of December 1, 2025, between the Issuer and the Tenant (the Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq*. and pursuant to proceedings duly had by the governing body of the Issuer.

The Series 2025 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2025 (the Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2025 Bonds (the Series 2025 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2025 Bonds are subject to redemption prior to maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium, plus accrued interest thereon to the date fixed for redemption and payment.

When any Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books

maintained by the Trustee; provided, however, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bonds of this series are called for redemption, Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full maturity shall be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified Redemption Date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Project Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Emporia, Kansas Debt Service Fund (Fairview Hotels LLC Project)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Project Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the

issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated as of December [__], 2025.

CITY OF EMPORIA, KANSAS

(Facsimile Seal)

_____
Mayor

ATTEST:

_____
Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Emporia, Kansas Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is _____.

[Trustee]
[Trustee City, State],
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto

_____
Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____
(Name of Eligible Guarantor Institution)

By: _____
Title:_____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Trustee deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

GILMORE & BELL, P.C.
12/09/2025

CITY OF EMPORIA, KANSAS

AS ISSUER

AND

FAIRVIEW HOTELS LLC

AS TENANT

PROJECT LEASE

DATED AS OF DECEMBER 1, 2025

$13,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2025
(FAIRVIEW HOTELS LLC PROJECT)

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE is made and entered into as of December 1, 2025 between the City of Emporia, Kansas (the "Issuer"), and Fairview Hotels LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq*. (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

(b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture, the Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Indenture. In addition to the words, terms and phrases defined in the Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, or the Indenture except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2025 and each December 31 thereafter until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2035, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under

any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of the Indenture.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(a) With respect to the Tenant:

Fairview Hotels LLC
[_____]
[_____]
Attn: Manager

(b) With respect to the Issuer:

City of Emporia, Kansas
[_____]
Emporia, Kansas [_____]
Attn: Clerk

(c) With respect to the Trustee:

[Trustee]
[Trustee Address]
[Trustee City, State]
Attn: Corporate Trust Department

"Permitted Encumbrances" means all easements, liens and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in any title evidence provided to the Issuer or identified in the Site Lease, and any mortgage relating to the Project permitted pursuant to the provisions of **Section 28.2** hereof and any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Real Property" means the real property (or interests therein) described in *Schedule I* hereto.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (i) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (ii) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, redemption premium, if any, and interest on the Bonds. If, at any time during the Term of this Project Lease or the Indenture, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of its leasehold interest in the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used to pay or reimburse payment of the costs to acquire, construct, install, equip and furnish the Project.

Section 1.3. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Trustee, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Indenture and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision, the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date. Notwithstanding the foregoing, if the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal and interest on the Bonds may be entered on the books of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund and the Trustee shall not be required to take notice, or be deemed to have notice, of any default in such payments. Such payments shall be credited against the Tenant's

obligation to make payments of Basic Rent under the Project Lease and against the Issuer's obligation to make payments of principal and interest on the Bonds.

Section 3.2. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Indenture.

Section 3.6. Acquisition of Bonds. If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on deposit in the Debt Service Fund funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee or shall be deemed to be paid over to the Trustee for the account of the Issuer and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements. The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts. Prior to the delivery of this Project Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a commercial facility.

Section 5.3. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay or reimburse the Tenant for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference. If, pursuant to *Article IV* of the Project Lease and *Section 2.08(f)* of the Indenture, the Trustee is deemed to have deposited the Original Proceeds into the Project Fund, the Trustee shall be deemed to have disbursed such funds from the Project Fund to the Tenant (or such other entity designated by the Tenant) in satisfaction of the requisition certificate.

The sole obligation of the Issuer under this paragraph shall be to cause the Trustee to make such disbursements upon receipt of such certificates and releases or waivers. The Trustee may rely fully on any such certificates and shall not be required to make any investigation in connection therewith.

Section 5.4. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

Section 5.5. [Intentionally Omitted].

Section 5.6. Deficiency of Project Fund. If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Trustee. The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Issuer's Leasehold Interest in Improvements. All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed be included in the Site Lease to the Issuer.

Section 5.10. Kansas Retailers' Sales Tax. The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from

the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements. Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently $500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) insurance on the Improvements against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. Any charges made by the Trustee for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Trustee continuously during the Term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title. The Tenant will furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions. The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth;* and (c) for real estate on which the Project is located. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax

exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate

the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (i) remove any material which such applicable regulations deem hazardous and require to be removed or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant. The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of

any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant. The Tenant may assign, mortgage, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer; provided that no such consent shall be required for Tenant to collaterally assign this Project Lease to a lender with a mortgage against the Property. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of *Sections 9.2* and *9.3* above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or,

in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project. The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite

municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Trustee or the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence,

or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term. The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during or after the Term. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2.*

Section 17.2. Quality of Title and Purchase Price. If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the

Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(ii) $100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase. On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of a leasehold interest in the Project in connection with such condemnation, shall belong and be paid to the Tenant.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Trustee.

Section 18.3. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. [Intentionally Omitted].

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the

Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may (subject, however, to any restrictions against termination of this Project Lease in the Indenture), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations. The Tenant covenants and agrees with the Issuer, the Trustee and the Owner that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Indenture, the Tenant's obligations under

Sections 8.2 and *14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Indenture and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession. Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When

mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease. The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of the Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent. The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession. The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. [Intentionally Omitted.]

Section 26.4. Issuer's Obligations Limited. Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Tenant shall be entitled to claim the full benefit of (l) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments. This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements; Mortgages. If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, or (c) incur Permitted Encumbrances. The Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer. The Issuer acknowledges and agrees that this Project Lease shall be automatically subordinated to any future mortgage and such future mortgage shall not be required to grant any rights of nondisturbance with respect to this Project Lease.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Trustee. The Issuer hereby authorizes the Trustee to file financing statements or any other instruments necessary to perfect its security interest. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement. This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions. This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF EMPORIA, KANSAS

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025 by_____, Mayor of the City of Emporia, Kansas.

_____
Notary Public

_____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

_____

IN WITNESS WHEREOF, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

FAIRVIEW HOTELS LLC

By: _____
Name: _____
Title: _____

"TENANT"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, as _____ of Fairview Hotels LLC, a Kansas limited liability company.

[SEAL]

_____
Notary Public

_____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

_____

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF EMPORIA, KANSAS
Project Fund
(Fairview Hotels LLC Project)
Payment Order No. _____

[Trustee]
[Trustee City, State]
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 1, 2025 by and between the City of Emporia, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as such term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20___.

_____
Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Purpose or Nature of Payment	Amount

EXHIBIT B - Payment Order No. _____

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

Payee Name	Description of Equipment	Amount
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Lyon County, Kansas:

[***to be inserted***]

the real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 11.1* and *12.1* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

SITE LEASE

BY AND BETWEEN

FAIRVIEW HOTELS LLC
As Lessor

AND

CITY OF EMPORIA, KANSAS
As Issuer

DATED AS OF DECEMBER 1, 2025

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of December 1, 2025 between Fairview Hotels LLC, a Kansas limited liability company (the "Lessor"), and the City of Emporia, Kansas, a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2025 (Fairview Hotels LLC Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquiring, constructing and equipping of a commercial facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Trust Indenture dated as of December 1, 2025 (the "Indenture") entered into between the Issuer and [Trustee], as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of December 1, 2025 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (i) shall maintain its authority to do business in the State, and (ii) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of organization and operating agreement, or conflicts with or results in a material breach of the terms,

conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2035 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any

Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance, resolution or the terms of the Project Lease or the Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Lessor shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Indenture and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other

documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

FAIRVIEW HOTELS LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025 by _____, as _____ of Fairview Hotels LLC, a Kansas.

_____
Notary Public

_____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

_____

"LESSOR"

CITY OF EMPORIA, KANSAS

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025 by _____, Mayor of the City of Emporia, Kansas.

_____
Notary Public

_____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

_____

"ISSUER"

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Lyon County, Kansas, to wit:

[***to be inserted***]

the real property constituting the "Real Property" as referred to in the Site Lease, subject to Permitted Encumbrances.

Title:	Resolution No. 3783: Initial Findings Resolution for Establishment of the Cedarbrook Meadows RHID
Agenda Date:	December 17, 2025
Presented By:	Tayler Wash, Assistant City Manager

Background:

The Reinvestment Housing Incentive District program has been an important tool in supporting new housing development in Emporia, contributing to expanded residential options across the community. Cedarbrook Meadows is a proposed RHID project located near West 18th Avenue and Road G including 100+ units and it represents an opportunity to continue the RHID momentum. This resolution is the very first step in the RHID process which simply requests the designation of a district from the Kansas Department of Commerce.

Discussion:

The Reinvestment Housing Incentive District (RHID) process is a multi-step procedure under K.S.A. 12-5241 et seq. Resolution No. 3783 represents the first and simplest step: the Governing Body adopts the required findings, publishes the resolution, and submits a certified copy to the Kansas Secretary of Commerce for review. Once the Secretary approves the findings, the City may proceed with drafting a Development Plan, holding a public hearing, and formally establishing the RHID.

This initial resolution does not authorize incentives or establish the district; it only starts the process.

Financial Considerations:

Adopting Resolution No. 3783 has no immediate fiscal impact. If the RHID is later approved and established, only new property tax increment will be captured to support eligible project costs. No existing revenue is diverted, and no upfront City funding is required. Detailed financials will accompany the final Development Plan.

Recommended Action:

Adopt Resolution No. 3783 to initiate the RHID process for Cedarbrook Meadows and authorize submission to the Kansas Department of Commerce.

Attachments:

Resolution No. 3783

RESOLUTION NO. 3783

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH.

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

WHEREAS, the City of Emporia, Kansas (the "City") has an estimated population of approximately 24,598 is located in Lyon County, Kansas (the "County"), which has an estimated population of approximately 33,195, and therefore constitutes a city as said term is defined in the Act; and

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August 2021 (with an addendum dated October 2023), a copy of which is on file in the office of the City Manager; and

WHEREAS, the Analysis has determined the following findings:

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

4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of renovation of quality housing in the City.

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

Following the adoption and publication of this resolution, a certified copy shall be submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

As a result of the shortage of quality housing within the City of Emporia, the City proposes the development of housing and public facilities within the following proposed district (map attached):

1. Cedarbrook Meadows District
   Preliminary Development Plan: 120 residential units
   Preliminary cost per unit: $200,000

Tract Description:

A CONTIGUOUS TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LYON COUNTY, KANSAS, AS ORIGINALLY DESCRIBED AND PREPARED ON SEPTEMBER 26, 2024, BY ERNEST CANTU, JR., P.S. #1407, AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (C.L.S. #65), A PROFESSIONAL ASSOCIATION LICENSED TO PRACTICE SURVEYING IN THE STATE OF KANSAS, SAID TRACT OF LAND DESCRIBED BASED ON A BEARING OF SOUTH 89°00’02” WEST, MEASURED FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, USING ZONE 9 OF THE KANSAS REGIONAL COORDINATE SYSTEM (EMPORIA ZONE), WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, WITH DISTANCES HEREIN MEASURED HORIZONTALLY ON THE GROUND, SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2-INCH REBAR WITH YELLOW I.D. CAP STAMPED “KVE CLS20”, HELD FOR THE POSITION OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LYON COUNTY, KANSAS; THENCE BEARING SOUTH 89°00’02” WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1067.84 FEET TO THE POINT OF BEGINNING, SAID POINT BEING COINCIDENT WITH THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, IN VOLUME 436, PAGE 903, RECORDED ON SEPTEMBER 9, 1998, WITH THE OFFICE OF THE REGISTER OF DEEDS, LYON

COUNTY, KANSAS; THENCE CONTINUING WITHOUT DEFLECTION, BEARING SOUTH 89°00'02" WEST ALONG SAID SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN JOINT TENANCY WARRANTY DEED, IN BOOK 444 OF DEEDS, PAGE 495, RECORDED ON MAY 12, 2000, WITH SAID OFFICE OF THE REGISTER OF DEEDS, FROM WHICH A 5/8-INCH REBAR WITH LYON COUNTY I.D. CAP IN A CIRCULAR SURVEY MONUMENT BOX, HELD FOR THE POSITION OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, BEARS SAME SOUTH 89°00'02" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6 AT DISTANCE OF 1150.75 FEET; THENCE BEARING NORTH 0°59'58" WEST, PERPENDICULAR FROM SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 444, PAGE 495, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED, IN BOOK 448 OF DEEDS, PAGE 607, RECORDED ON JUNE 15, 2001, WITH SAID OFFICE OF THE REGISTER OF DEEDS, A DISTANCE OF 473.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607; THENCE BEARING SOUTH 89°00'02" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607, A DISTANCE OF 400.14 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607, ALSO BEING COINCIDENT WITH THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INDIVIDUAL TRUSTEE'S DEED, IN DOCUMENT NUMBER 2015-04746, RECORDED ON DECEMBER 30, 2015, SAID POINT ALSO BEING PERPENDICULARLY NORTH FROM SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, NORTH OF A POINT 750.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 AS DESCRIBED IN SAID BOOK 448, PAGE 607, AND AS DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746; THENCE CONTINUING WITHOUT DEFLECTION, BEARING SOUTH 89°00'02" WEST, ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746, A DISTANCE OF 741.52 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, BEING COINCIDENT WITH THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746, FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 BEARS SOUTH 0°06'04" WEST ALONG SAID WEST LINE AT A DISTANCE OF 473.09 FEET; THENCE BEARING NORTH 0°06'04" EAST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1139.80 FEET, FROM WHICH A 5/8-INCH REBAR WITH ILLEGIBLE CAP (POSSIBLY RESET BY STEVEN S. BROSEMER, PS#752, ON OCTOBER 15, 2001), HELD FOR THE POSITION OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, BEARS

NORTH 0°06’04” EAST ALONG SAID WEST LINE AT A DISTANCE OF 1027.56 FEET; THENCE BEARING NORTH 89°45'42" EAST A DISTANCE OF 910.45 FEET; THENCE BEARING SOUTH 89°47'19" EAST A DISTANCE OF 50.91 FEET; THENCE BEARING NORTH 56°32'40" EAST A DISTANCE OF 76.62 FEET; THENCE BEARING NORTH 89°46'33" EAST A DISTANCE OF 450.00 FEET TO THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, IN VOLUME 436, PAGE 903; THENCE BEARING SOUTH 0°57'59" WEST ALONG SAID WEST LINE OF SAID TRACT OF LAND DESCRIBED IN VOLUME 436, PAGE 903, A DISTANCE OF 1635.42 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND BEING SUBJECT TO CITY OF EMPORIA ROAD RIGHT OF WAY FOR WEST 18TH AVENUE ON THE SOUTH 45 FEET THEREOF, AS DESCRIBED IN RIGHT OF WAY TRACT NO. 1, IN VOLUME 531, PAGE 271, RECORDED ON MARCH 30, 2000, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND BEING SUBJECT TO LYON COUNTY ROAD RIGHT OF WAY FOR ROAD G ON THE WEST 55 FEET THEREOF, AS DESCRIBED IN EASEMENT TRACT NO. 5-A, IN VOLUME 296, PAGE 509, RECORDED ON OCTOBER 14, 1966, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND BEING SUBJECT TO CITY OF EMPORIA ROAD RIGHT OF WAY FOR ROAD G ON THE WEST 70 FEET, MEASURED ALONG THE SOUTH 260.42 FEET OF THE MOST WESTERLY LINE OF SAID TRACT OF LAND, AS DESCRIBED IN RIGHT OF WAY, IN VOLUME 541, PAGE 603, RECORDED ON AUGUST 10, 2001, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND THEREOF CONTAINING 41.839 GROSS ACRES, MORE OR LESS, AND CONTAINING 40.000 NET ACRES, MORE OR LESS, EXCLUSIVE OF SAID ROAD RIGHTS OF WAY; END OF DESCRIPTION.

ADOPTED by the Governing Body of the City of Emporia, Kansas on December 17th, 2025.

_____

Erren Harter, Mayor

(SEAL)

ATTEST:

_____

Kerry Sull, City Clerk

CERTIFICATE

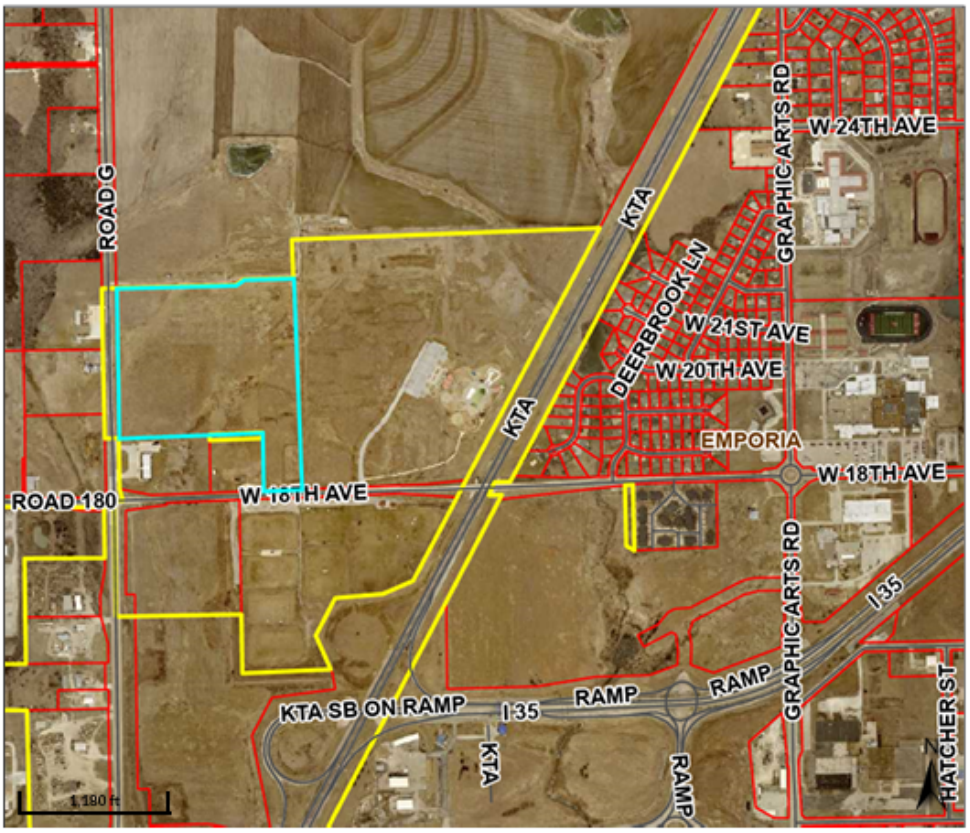
I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 3783 adopted by the Governing Body of the City of Emporia on December 17th, 2025 as the same appear of record in my office.

DATED: December 17th, 2025

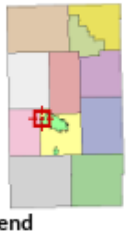
_____

Kerry Sull, City Clerk

WELCOME TO
LYON COUNTY
KANSAS



Overview



Legend

- Parcels
- City Limits
- AddressPoints
- Road Centerline

Parcel ID	1930600000001050	**Alternate ID**	R309207	**Owner Address**	CROSSWINDS AT FLINT HILLS LLC
Sec/Twp/Rng	06-19S-11E	**Class**	A - Agricultural Use		3910 W 6TH AVE
Property Address	4500 W EIGHTEENTH Emporia	**Acreage**	38.5		STILLWATER, OK 74074-1745
District	005				
Brief Tax Description	S06, T19S, R11E, Acres 38.5, BEG 1067.84W SE COR SW1/4 W300 N473 W1141.66 N1139.80 E961.36 NE76.62 W450 S1635.42 TO POB LESS ROW (Note: Not to be used on legal documents)				

Commission Action Report

Professional Engineering Consultants (PEC) agreement for
Engineering Services for Industrial Park II Drainage Improvements

Title:	Professional Engineering Consultants (PEC) agreement for Engineering Services for Industrial Park II Drainage Improvements, Project No. SW2503
Agenda Date:	December 17, 2025
Presented By:	James Ubert, City Engineer

Background:
Industrial Park II Drainage Channel is an unnamed tributary of the Cottonwood River. It begins along the KS Department of Wildlife and Parks property at 3601 W. 6th Avenue and extends north along Emporia Wholesale Coffee, along Cargill and along a downstream edge of the Brownstone Development to Graphic Arts Rd.

Discussion:
A Request for Qualifications (RFQ) was sent to eight (8) engineering firms in this region of the state that are qualified and/or have provided engineering services locally as of the last 5 years. Of the eight (8) firms contacted, three (3) firms submitted RFQs. The City staff selection committee used KDOT's Attachment No. 2, Local Public Authority's (LPA) Selection Criteria Form in its decision process and Professional Engineering Consultants (PEC) was selected.

Financial considerations:
The proposed engineering services fees for this project will be paid for out of the Stormwater Fund.

Recommended action:
Approve the Professional Engineering Consultants (PEC) agreement in the amount of $143,300.00 and authorize the Mayor to sign.

Attachments:
Professional Engineering Consultants (PEC) agreement.

December 1, 2025

James Ubert, P.E.
City Engineer
City of Emporia
522 Mechanic Street
Emporia, KS 66801

Reference: AGREEMENT for Industrial Park II Drainage – Engineering Services
Emporia, KS
PEC Project No. 251256-000

Dear Mr. Ubert:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Emporia ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC (the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client.

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days

from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client, or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment, Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client's sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client; changes in the Services will only be commenced after full execution of a Supplemental Agreement. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the

differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees, to the extent authorized by law, to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas, or the Fifth Judicial District, District Court, Lyon County, Kansas, shall be the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended in writing, signed by PEC and Client.

Severability. If any provisions of this Agreement are determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

JAG:ada

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Joshua A Golka, P.E.

Title: VP of Site Civil & Water Resources

Date: _____

ACCEPTED:

CITY OF EMPORIA

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description

1. The Project shall consist of Field Survey and Civil Engineering Design for the limits generally depicted in Exhibit B (DESIGN LIMITS).
2. The Project has an estimated construction budget To Be Determined.
3. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 10 working days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 20 weeks after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
4. CLIENT acknowledges that the Kansas One-Call system (i.e. 811 system for locating underground utilities) is taking upwards to ten (10) calendar days to physically mark, provide facility mapping, or both based on the date of a submitted design survey ticket.

C. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:

    a) Sealed and signed PDF of the Survey certified to information in the CLIENT provided title commitment(s) OR title report(s) [i.e. ownership and encumbrance report(s)] or a general certification.
    b) A Drainage Study Technical Memorandum to summarize existing and proposed condition modeling.
    c) Tract Map and Legal Description for Drainage Easement and Temporary Construction Easement, if required.
    e) 60% Construction Document Plans and Specifications.
    f) 100% Construction Document Plans and Specifications.

D. Scope of Services

1. Survey Services including:

    a) Set inter-visible control points in area of construction. Obtain reference ties.
    b) Set benchmark within building area for construction.
    c) Recover sufficient monumentation as required to enable drafting of boundary information.
    d) Procure Ownership and Encumbrance Report(s) for subject parcel(s).

e) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit C).
f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system nor will PEC submit a subsequent design ticket(s), beyond the initial design ticket(s), unless requested by the CLIENT. All subsequent design ticket(s) submissions and subsequent field work to locate marked utilities will be performed per PEC's standard hourly rates.
g) CLIENT is responsible for providing access to all sealed, locked, or otherwise concealed/inaccessible structures that may be on site in a timely order.
h) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
i) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
j) Locate all buildings and substantial features, including parking, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
k) Tree limits, groups of trees, and specimen trees will be identified (i.e. deciduous and coniferous) and shown in the drawing. Any tree ten (10) caliper inches and larger, measured approximately 4.5-feet above the soil, will be identified and shown.
l) Survey work to include review of the PEC procured title report(s) with supporting documents hyperlinked within the title commitment or provided in separate PDFs that correspond to or are cross referenced to the supporting document numbering scheme or current deed of record for the subject property, recovering existing property corner monumentation, re-establishing missing property corner monumentation to establish the property boundary, and locating any lines of possession.
m) If required due to a new property description(s) being authored and/or the creation of a new tract of land (Kansas Statutes Annotated 19-1434 and Kansas Administrative Regulation 66-12-1), a Certificate of Survey will be created meeting or exceeding the Minimum Standards required by the Kansas State Board of Technical Professions and will be recorded in the county register of deeds' office within ninety (90) days. CLIENT agrees to reimburse PEC for the recording fee(s). The Certificate of Survey will show, at a minimum, found monuments, set monuments, a description of the new tract to be used for deeding purposes, and proposed easements (if necessary and requested).

2. General Scope Items for Civil Services:

a) Conduct one pre-design site visit to assess existing conditions.
b) Attend up to 3 teleconference design meetings with CLIENT.
c) Coordination with CLIENT and design team.

d) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
e) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
f) Respond to RFIs generated by the contracting team. Response will be provided in 5 days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
g) Provide Engineer's opinion of probable construction cost.
h) Attend up to 1 construction observation site visits with written punch list. PEC shall be notified one week prior by the CLIENT of an upcoming construction observation site visit.

3. Drainage Study

a) Evaluate Existing conditions hydrology and hydraulics through HEC RAS modeling software utilizing survey. PEC will utilize the current effective FEMA model if available.
b) Identify and recommend up to four (4) drainage improvements including opinion of probable construction cost.
c) Identify permitting implications of the recommended improvements including authorities having jurisdiction, permit and application fees, and approximate timelines for approval. Anticipated agency coordination shall include the United States Army Corps of Engineers, FEMA, and the Kansas Department of Agriculture Division of Water Resources.

4. Civil Engineering Design Services including:

a) An Existing Conditions Plan identifying pre-construction conditions and a Demolition Plan identifying the site features to be demolished, will be prepared based on an on the ground topographic survey of the subject area.
b) A Site Plan will be prepared to identify the limits of proposed improvements including precast block retaining walls, pavement, and project stake-out coordinates.
c) A Grading Plan will identify proposed spot elevations and contours in the disturbed area, as necessary, for positive drainage with the proposed improvements.
d) A Storm Water Sewer Plan and supporting details will be prepared to address proposed site piping including end sections or headwalls.
e) An Erosion Control Plan and supporting details will be prepared to address construction best management practices to abate erosion during construction including temporary and permanent seeding.

E. **Additional Responsibilities of CLIENT**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted items and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
2. Drawings, studies, reports, and other information available pertaining to the existing building and site.
3. Provide right of entry for PEC's personnel for performing site visits, field surveys, and inspections. All-Terrain Vehicles (ATV) may be used to collect data throughout the site.

F. **Additional Services**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Design of utility relocation including public mains or private service lines. The project scope assumes existing utilities will not be affected by the proposed precast segmental block retaining wall improvements to the PROJECT site.
4. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
5. Design of any storm water, water, or sanitary sewer pump/lift stations.
6. Platting and/or Zoning change processes.
7. Easement abandonments and dedications other than those specifically noted in Deliverables.
8. Traffic Impact Studies including associated local, state, and federal permitting.
9. Landscape architecture including site plantings and irrigation.
10. Construction Testing and Inspection, Construction Staking.
11. Design of any specialty pavement, site furnishings, and water features.
12. Tree Survey/Identification Service.

G. **Exclusions**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Fire protection and fire alarm design, drawings and calculations.
5. Franchise Utility Design.
6. Railroad/Railway Design.
7. Outside consultants.
8. Design of irrigation system
9. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or

supplemental agreement and are not covered under standard observation services.

H. **PEC's Fees & Reimbursable Expenses**

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **$143,300**.

Discipline	**Design**	**CA**	**Total**
Survey	$52,800.00	$ -	$52,800.00
Drainage Study	$15,000.00	$ -	$15,000.00
Civil	$62,500.00	$13,000.00	$75,500.00
Total	**$130,300.00**	**$13,000.00**	**$143,300.00**

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B

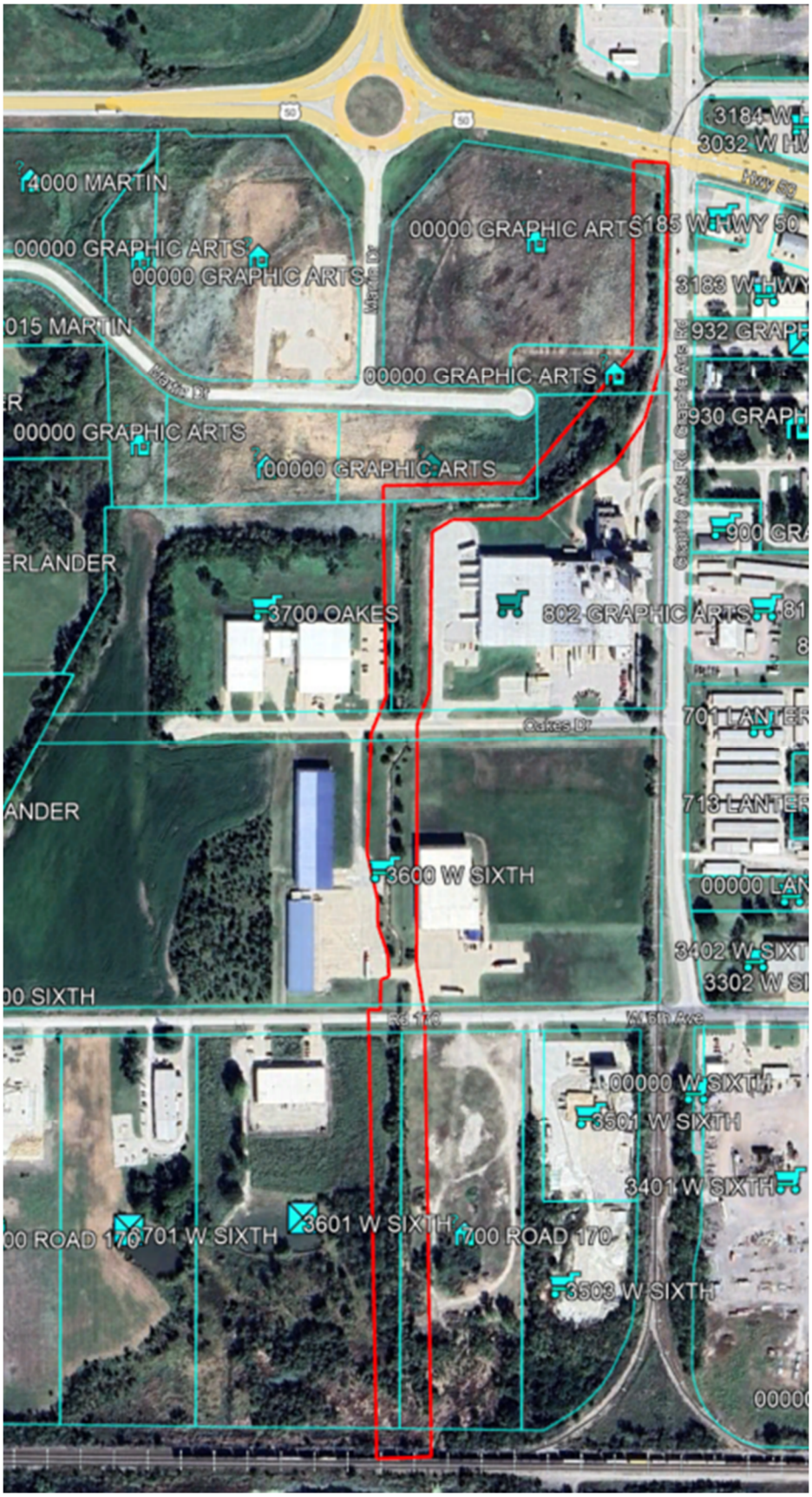

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3183 W HWY 50
Oakes Dr
Martin Dr
Graphic Arts Rd

Exhibit C
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 1st day of December, 2025.

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.

(Rev. 01-2025)

Commission Action Report

Approve Change Order No. 3 - 2025 Street Rehabilitation Project

Title:	Approve Change Order No. 3 - 2025 Street Rehabilitation (Various Streets), Project No. PV2501
Agenda Date:	December 17, 2025
Presented By:	James Ubert, City Engineer

Background:
The 2025 Street Rehabilitation consists of milling and asphalt overlay operations, replacement of select curb and gutter sections, and some sidewalk/ADA ramp improvements along various streets.

Discussion:
Due to adding the scope of crack seal and UBAS overlay on Weaver Street (railroad to 6th Avenue), crack sealing Graphic Arts Road (I-35 bridge to 18th Avenue roundabout), along with field changes and reconciling quantities that were actually constructed, the 2025 Street Rehab project **added +$118,521.75** of scope to the overall project. Change Order No. 3 of $118,521.75 is 10.7% of the original contract amount of $1,106,146.46. The final contract amount becomes $1,106,146.46 (awarded contract) + $43,329.68 (CO1) + $11,613.75 (CO2) + $118,521.75 (CO3) = $1,279,611.64.

Financial considerations:
This project will be funded out of the City's Multi Year Fund and Federal Fund Exchange money received from KDOT.

Recommended action:
Engineering staff recommends approving Change Order No. 3 in the amount of $118,521.75.

Attachments:
Change Order No. 3 and Blurbs (explaining each line item).

CHANGE ORDER NO. 3
ON CONTRACT WITH APAC-Kansas Inc., Shears Division
FOR THE CONSTRUCTION OF 2025 Street Rehabilitation (Various Streets)
PROJECT NO. PV2501

12/1/2025

This change in plans, made in accordance with the provisions of Paragraph 9, GS-4, General Conditions under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the 2025 Street Rehab Project No. PV2501.

QUANTITY	UNIT	ITEM & UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
QUANTITIES ADDED:				
250.00	L.F.	8th Avenue - Mill & asphalt placement to improve drainage @ Fifteen Dollars and thirty-nine cents (Unit Price in Words)	$15.39	$3,847.50
		QUANTITIES OF CHANGE ORDER NO. 3 ADDED TO PROJECT:		**$3,847.50**

CHANGE ORDER NO. 3 .1
ON CONTRACT WITH APAC-KANSAS, INC., SHEARS DIVISION FOR THE CONSTRUCTION OF
U.B.A.S. Surfacing (Weaver Street from BNSF Railroad Crossing to 6th Avenue)
PROJECT NO. PV2506

This change in plans, made in accordance with the provisions of paragraph 9, GC-4 Changes to the Contract under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the U.B.A.S. Surfacing, Project No. PV2506.

QUANTITY	UNIT	ITEM & UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
QUANTITIES ADDED:				
1.00	L.S.	Mobilization @ Twenty-four Thousand Seven Hundred Fifty Seven Dollars and twelve cents (Unit Price in Words)	$24,757.12	$24,757.12
40.00	S.Y.	Milling (Concrete) @ One Hundred Nine Dollars and forty-two cents (Unit Price in Words)	$109.42	$4,376.80
2000.00	LBS.	Crack Sealing (<0.75") @ Four Dollars and four cents (Unit Price in Words)	$4.04	$8,080.00
3750.00	LBS.	Crack Sealing (= or > 0.75") @ Four Dollars and four cents (Unit Price in Words)	$4.04	$15,150.00
180.00	TONS	Ultra-thin Bonded Asphalt Surfacing (Type B) (3/4") (Original) @ Two Hundred Sixty Dollar and fifty-three cents (Unit Price in Words)	$260.53	$46,895.40
736.00	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4") @ One Dollar and forty-seven cents (Unit Price in Words)	$1.47	$1,081.92

30.00	L.F.	Pavement Marking (Intersection Grade) (White) (24") @ Twenty-one Dollars and eighteen cents (Unit Price in Words)	$21.18	$635.40
1.00	EA.	Pavement Marking Symbol (Intersection Grade) (White) (R.R.) @ One Thousand Six Hundred Forty-seven Dollars and fifteen cents (Unit Price in Words)	$1,647.15	$1,647.15
1.00	L.S.	Traffic Control @ Twelve Thousand Fifteen Dollars and forty-six cents (Unit Price in Words)	$12,015.46	$12,015.46
1.00	L.S.	Flagger (Set Price) @ Thirty-five Dollars and zero cents (Unit Price in Words)	$35.00	$35.00

QUANTITIES OF CHANGE ORDER NO. 3.1 ADDED TO PROJECT: **$114,674.25**

GRAND TOTAL ADDED TO PROJECT: **$118,521.75**

CONTRACTOR: APAC-KANSAS, INC.

BY: _____

OWNER or AUTHORIZED REPRESENTATIVE

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

BY: _____

TREY COCKING, CITY MANAGER

Date: _____

CITY CLERK

2025 STREET REHABILITATION (Various Streets)
PROJECT NO. PV2501
EXPLANATION FOR CHANGE ORDER NO. 3

During construction of the 2025 STREET REHABILITATION; Project No. PV2501, changes and adjustment of quantities were made with additional changes to the project. These changes include milling and asphalt placement work on 8th Avenue to address drainage issues, and the construction of the U.B.A.S. Surfacing (Weaver Street from BNSF Railroad Crossing to 6th Avenue) Project No. PV2506 as an addition to the original 2025 Street Rehabilitation Project No. PV2501 contract. This change order results in an increase of the contract in the amount of $118,521.75. Below is a breakdown of the additional work and materials.

Quantities Added to the Contract:

1. 8th Avenue – Mill & asphalt placement to improve drainage –
   This change represents an addition of 250 L.F. This item was added due to storm water drainage issues along the gutter flow line at various locations along 8th Avenue, between Walnut Street and West Street. After the street was resurfaced, Engineering Department staff and the Contractor noticed heavy pooling at certain spots on the south side of the street. The contractor milled and replaced asphalt along the gutter in order to create a consistent slope to improve storm water drainage and address pooling issues. At $15.39 per linear foot, the amount added to the contract is $3,847.50.

2. Mobilization* -
   This item represents an addition of 1.0 L.S. This item is part of the U.B.A.S. Surfacing Project No. PV2506, and was added to the original 2025 Street Rehabilitation Project contract. The amount added to the contract is $24,757.12.

3. Milling (Concrete)* -
   This item represents an addition of 40 S.Y. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $109.42 per square yard, the amount added to the contract is $4,376.80.

4. Crack Sealing (<0.75")* -
   This item represents an addition of 2000 LBS. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $4.04 per pound, the amount added to the contract is $8,080.00.

5. Crack Sealing (= or > 0.75")* -
   This item represents an addition of 3750 LBS. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $4.04 per pound, the amount added to the contract is $15,150.00. The measured constructed quantity of this item was larger than plan quantity, and the additional quantity of 450 LBS was previously paid as a part of Change Order No. 1.

6. Ultra-thin Bonded Asphalt Surfacing (Type B) (3/4") (Original)* -
   This item represents an addition of 180 TONS. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $260.53 per ton, the amount added to the contract is $46,895.40. This item was previously deducted as a part of Change Order No. 1, and replaced by Ultra-thin Bonded Asphalt Surfacing (Type B) (3/4") (Revised) with a revised quantity and price. The inclusion of this item on this Change Order No. 3 is to address quantity inconsistencies and ensure proper payment to the Contractor for the work completed.

7. Pavement Marking (Thermoplastic) (Yellow) (4")* -
   This item represents an addition of 736 L.F. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $1.47 per linear foot, the amount added to the contract is $1,081.92. The measured constructed quantity of this item was larger than plan quantity, and the additional quantity of 8 L.F. was previously paid as a part of Change Order No. 1.

8. Pavement Marking (Intersection Grade) (White) (24")* -
   This item represents an addition of 30 L.F. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. At $21.18 per linear foot, the amount added to the contract is $635.40.

9. Pavement Marking Symbol (Intersection Grade) (White) (R.R.)* -
   This item represents an addition of 1.0 EA. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. The amount added to the contract is $1,647.15.

10. Traffic Control* -
    This item represents an addition of 1.0 L.S. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. The amount added to the contract is $12,015.46.

11. Flagger (Set Price)* -
    This item represents an addition of 1.0 L.S. This item is part of the U.B.A.S. Surfacing Project No. PV2506 and was added to the original 2025 Street Rehabilitation Project contract. The amount added to the contract is $35.00. This item was previously deducted as a part of Change Order No. 1, because it was not utilized by the Contractor during construction. The inclusion of this item on this Change Order No. 3 is to address quantity inconsistencies and ensure proper payment to the Contractor for the work completed.

Title: Award Tipping Floor Repair Bid

Agenda Date: December 17, 2025

Presented By: Dean Grant, Director of Public Works

Background:

The transfer station's concrete floor, in service since 1998, was constructed with a sacrificial layer intended to protect the main slab from corrosive solid waste and the wear caused by loading equipment. This protective layer was historically applied as a cementitious coating that closely resembled the underlying concrete, making early deterioration difficult to detect. Over time, this has resulted in significant damage on the west end of the floor. Additionally, the floor drain located on the east end now requires repair.

On December 11th, bids were received to address the damaged concrete and drain and to resurface the tipping floor with an Emery-Aggregate Concrete Floor Topping.

Discussion:

Staff recommends awarding the alternate bid to resurface the entire floor with an Emery-Aggregate Concrete Floor Topping to Multicon, Inc. This epoxy-based system offers greater durability, and the new surface will include sacrificial metal triangles that provide a clear visual indicator of wear, allowing staff to monitor the remaining thickness of the protective layer.

	EOPC	Multicon, Inc.	NF Construction
Base Bid	$443,500.00	$ 198,594.25	$ 462,301.83
Alternate Bid	$647,776.00	$ 274,773.64	$ 629,143.08

Recommended Action:

Award the alternate bid for the Tipping Floor Repair, in the amount of $274,773.64, to Multicon, Inc.

Attachments:

BG Consultants Letter of Recommendation

Tib Tabulation Sheet

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

December 11, 2025

Emporia, KS
522 Mechanic St.
Emporia, KS 66801

RE: Transfer Station Tipping Floor Repairs
BG #24-1337

Dear Mayor and City Commissioner:

On December 11, 2025, at 2:00 p.m., two (2) bids and an Engineer's Opinion of Probable Cost (EOPC) were received and read publicly for the above referenced project. All bids submitted contained the signed addendums and bid bond. A summary bid table is shown below, for quick reference, in ascending order based on the base bid. Detailed bid tabulations are attached.

Bidder	BASE BID	ALTERNATE 1
Multicon, Inc.	$198,594.25	$274,773.64
EOPC	$443,500.00	$647,776.00
NF Construction	$462,301.83	$629,143.08

Per the bidding documents, the unit price governs and the bids were recalculated. There were no errors in the calculations submitted.

After reviewing all the bids, the lowest responsible bidder is identified as Multicon, Inc., Inc out of Park City, KS. BG Consultants, Inc. and the City have had past project experience with Multicon, Inc., Inc and we believe they are qualified to perform the work. BG Consultants, Inc. recommends the City consider awarding the contract to Multicon, Inc. for the Alternate 1 construction for the sum of $274,773.64. This recommendation is based upon our opinion of the identification of the lowest responsible bidder for the project.

Commissioner Action Items for Consideration

1. Award the contract to Multicon, Inc for the Alternate 1 Bid for the sum of $274,773.64.
2. Authorize Mayor and City Attorney to process all Contract Documents and proceed with construction.

As always, our staff will be available for questions pertaining to this project or recommendation.

Sincerely,



Bruce Boettcher, P.E.
Vice President

Attachments
1. Bid Tabulation

2508 W. 15th Avenue • Emporia, Kansas 66801
T: 620.343.7842 • F: 620.343.7844 • Web: www.bgcons.com

24-1337E Emporia Tipping Floor Repairs

	NF Construction	Units	Unit Price	Total
1	Mobilization	1	$ 39,287.00	$ 39,287.00
2	Demolition	1	$ 21,078.00	$ 21,078.00
3	Concrete	2	$ 17,959.04	$ 35,918.08
				$ 96,283.08
4	Scarification Base Bid	3375	$ 14.75	$ 49,781.25
6	Emery Topping Base Bid	3375	$ 93.70	$ 316,237.50
				$ 366,018.75
5	Scarification Alt 1	5136	$ 14.75	$ 75,756.00
7	Emery Topping Alt 1	5136	$ 89.00	$ 457,104.00
				$ 532,860.00
	Base Bid		Total	$ 462,301.83
	Alternate 1		Total	$ 629,143.08

	Multicon	Units	Unit Price	Total
1	Mobilization	1	$ 27,263.00	$ 27,263.00
2	Demolition	1	$ 21,212.00	$ 21,212.00
3	Concrete	2	$ 2,109.00	$ 4,218.00
				$ 52,693.00
4	Scarification Base Bid	3375	$ 3.30	$ 11,137.50
6	Emery Topping Base Bid	3375	$ 39.93	$ 134,763.75
				$ 145,901.25
5	Scarification Alt 1	5136	$ 3.31	$ 17,000.16
7	Emery Topping Alt 1	5136	$ 39.93	$ 205,080.48
				$ 222,080.64
	Base Bid		Total	$ 198,594.25
	Alternate 1		Total	$ 274,773.64

	EOPC	Units	Unit Price	Total
1	Mobilization	1	$ 30,000.00	$ 30,000.00
2	Demolition	1	$ 20,000.00	$ 20,000.00
3	Concrete	2	$ 1,000.00	$ 2,000.00
				$ 52,000.00
4	Scarification Base Bid	3375	$ 18.00	$ 60,750.00
6	Emery Topping Base Bid	3375	$ 98.00	$ 330,750.00
				$ 391,500.00
5	Scarification Alt 1	5136	$ 18.00	$ 92,448.00
7	Emery Topping Alt 1	5136	$ 98.00	$ 503,328.00
				$ 595,776.00
	Base Bid		Total	$ 443,500.00
	Alternate 1		Total	$ 647,776.00

Title: Peter Pan Pond Dredging

Agenda Date: December 17, 2025

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

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Background:
Peter Pan Park pond was a natural feature of the area when it was donated to the City of Emporia in 1927 by the William Allen White Family. The improvements to the property since then, includes the amphitheater, monkey island, grape arbor, baseball diamonds, splash pad, and disc golf course. The William Allen White monument, meditation area, and monkey island are adjacent to the pond.

The 3-acre pond is located on the southwest corner of the property at S. West Street and W. Randolph Avenue. The only record of cleaning the pond was in 1978. At that time, a representative from the State Fisheries presented a plan to dredge the pond with a channel in the center of the pond to lessen the chance of fish kill during extreme hot/cold weather, add a pier off the west shoreline of the pond, and create gravel spawning beds along the west shoreline. Park records indicate this work was done by City personnel. The fountain was added to the pond in 2014.

Over the past 47 years, the pond has silted into a point where it was measured by the Kansas Department of Wildlife and Parks; the depth of the pond averages 3.3 feet. This is the same average that prompted the pond dredging in 1978. In 2022 and 2023, we experienced fish killed during high-temperature days. The area around the fountain offers some protection during these fish kill events, but not enough to maintain the preferred species of fish, which include white crappie, bluegill, and catfish.

Discussion:
A request for proposal was released to Hodges Farms & Dredging of Lebo, KS, Dredge America Inc. of KC, MO, and Master's Dredging of De Soto, KS on November 4, 2025. The RFP was also placed on the City website. A pre-bid conference was held at Peter Pan Pond on November 14, 2025, with bids being due at 2 pm on November 21, 2025. At the pre-bid conference, those present were informed of the budgeted amount for this project.

The following bid responses were received:

1. Hodges Farms & Dredging of Lebo, KS: $200,000 to remove 1.4 gallons (6,930 cubic yards of sediment/sludge. Bidder owns/rents several acres of farm ground in Coffey and Lyon counties and will relocate and remove material to the property he farms.

2. Stage 3 Separation of Houston, TX: $200,000 to remove 3,500 cubic yards of sediment/sludge. Bidder will get disposal site approved by the City if awarded the project.

It is estimated that the pond contains 19,360 cubic yards of sediment/sludge in the pond. This assumption is high as the sediment depth is estimated at four feet, and does not consider the slope of the bank to the bottom of the pond.

Financial considerations:
CIP Multi-Year Fund in the amount of $200,000.

Notification of bid results was sent to both bidders. Hodges Farms & Dredging followed up with an offer to expand the amount of material removal to an additional 1 million gallons (4,950 cubic yards) for $100,000.

Recommended action:
Motion Award contract for removal of 6.930 cubic yards of material from the pond at Peter Pan Park for $200,000 to Hodges Farms & Dredging.

Further motion to amend contract with Hodges Farms and Dredging and authorize an additional $100,000 for the removal of an additional 4,950 cubic yards of material.

Attachments:
Request for Proposal
Proposal from Hodges Farms & Dredging
Proposal from Stage 3 Separation



REQUEST FOR PROPOSAL

City of Emporia

Peter Pan Pond Dredging

BIDDER _____

DATE _____

City of Emporia

(620) 343-4294

khanlin@emporiaks.gov

515 Market Street

Emporia, Kansas 66801

November 4, 2025

Dear Vendors:

The City of Emporia is accepting proposals for the dredging of the pond in Peter Pan Park. Proposals will be evaluated based on professional qualifications, quality assurance, and competitive pricing. Quotation sheets have been enclosed for your completion and return.

Please return your proposal to the Office of the City Clerk at 104 E 5th Avenue, Emporia, KS 66801, no later than 2:00 pm on November 21, 2025. Envelopes containing proposals should be marked "**Peter Pan Park Dredging**".

Thank you for your interest in serving our needs. If you have any questions, please contact me at (620) 343-4294.

Kevin Hanlin,
Director of Public Lands and Facilities
City of Emporia

SCOPE OF WORK

Peter Pan Park Pond is approximately 3 acres in size. Pond maximum depth is 7 feet, while mean depth is 3.3 feet. There is an estimated 3 feet of silt covering the bottom of the pond. In order to improve pond health, this silt needs to be removed and relocated elsewhere. The method of dredging, whether mechanical or hydraulic, is up to bidder discretion, as is the relocation of silt and other dredged material. Bidders should attach a plan specifying the method of dredging to be used, number of working days and how and where dredged material will be relocated. Relocation of dredged material shall only be transported in an enclosed containment truck, trailer or similar equipment designed for this specific use.

Location:
Peter Pan Park: 301 S Congress St, Emporia, KS 66801



QUALITY EXPECTATIONS

Work is to be performed in accordance with all relevant policies and standards for workplace safety. Work should be conducted in a way that minimizes harm to the environment.

GENERAL TERMS AND CONDITIONS FOR VENDORS

Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each invitation for proposal, invitation to bid, purchase order or award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.

1. **Proposals:** Proposals shall include all the items listed in the cover letter, and the proposed price shall be on the sheet provided by the City in this document. The bidder should retain one copy for their files and submit one signed copy no later than 2:00 pm on November 21, 2025. Envelopes containing quotations are to be marked **"Peter Pan Pond Dredging"**. Quotations are to be returned to the Office of the City Clerk at 104 E 5th Avenue, Emporia, KS 66801.

2. **Late Bids:** Formal bids, amendments thereto, or request for withdrawal of bids received by the City after time specified for bid opening will not be considered.

3. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the City, agrees to an extension.

4. **Rejection of Bids:** The City reserves the right to accept or reject any or all quotations, or parts thereof.

5. **Payment Terms:** The City pays for materials received on or near the tenth (10th) day of the following month after delivery of goods or services, unless otherwise stated in the specifications.

6. **Tax Exemption:** The City is exempt from all local, state, and federal taxes.

7. **Liquidated Damages**: The City reserves the right to assess a late penalty of up to 2 percent per day, unless otherwise specified, if the commodity or service is not delivered within the time period agreed upon.

8. **Multiple Bids:** Bidders will be allowed to offer more than one price on each item if they feel that they have two or more types or styles that will meet specifications; this does include demonstrator models and last year's models.
   Bidders must submit separate proposal forms for each of the multiple bids.

9. **Resident Bidders – Preference**: The City reserves the right to award bids to local vendors if it is deemed to be in the best interest of the City.

10. **Pre-Bid Conferences:** Pre-bid conference will be held on November 14, 2025 at 10 am on the West side of Peter Pan Park Pond on S. West St.

11. **Bid Opening:** An official bid opening will be held at 2:30 pm in Room 1AB at 516 Mechanic, Emporia, KS 66801.

12. **Non-discrimination:** As per Kansas Statute Number 44-1030, no contractor who is the recipient of City funds, or who proposed to perform any work or furnish any goods under

this agreement shall discriminate against any worker, employee applicant, or any member of the public because of religion, race, age, sex, color, or national origin nor otherwise commit a discriminatory employment proactive. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors, and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

13. **Fax Bids:** Faxed sealed bids are not recommended but are acceptable under the following conditions: Faxes are to be sent to Office of the City Clerk, City of Emporia at (620) 343-4254; faxes are to be clearly marked "**Peter Pan Pond Dredging**". The City will take special care to protect the bid documents so that the integrity of the "bid" process is not violated. Remember, use of the fax in these instances could compromise the secrecy of the pricing, therefore sealed envelopes mailed or delivered are preferred.

14. **Bonds:** Bonding required in amount of not less than 5% of total bid.

15. **Insurance:** Bidders must consult the City of Emporia's Purchasing Manual for insurance requirements.

16. **Certification:** Bidders must include proof of all required certification for pond dredging in Kansas and a certificate of liability insurance with bid documents.

This is not an order

SPECIFICATIONS

Dealer's Name:_____Date:_____

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: _____
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): _____

Payment
Payment will be provided within 30 days of completion of work.

Sediment Removal Bid: Hourly Rate $ _____
• Includes crew and required equipment.

Total estimated hours for sediment removal _____

Sediment Relocation Bid: Hourly Rate $ _____
• Includes crew and required equipment.

Total estimated hours for sediment relocation_____

Proposed total lump-sum fee for work: _____

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the pond dredging and dredge relocation discussed above, according to the specifications listed and price quoted.

Company:_____

Address:_____

Email: _____

Telephone:_____

Contact Person:_____

Prepared by:_____

Signature:_____ Date:_____

Comments:

ADDENDUM NO. 1
PETER PAN POND DREDGING
DATE AND TIME OF BID LETTING
NOVEMBER 21, 2025, at 2:00 p.m.

November 14, 2025

1. Provide only lump-sum fee and information at the bottom of the Specifications sheet attached to the RFP. Include process details and expected amount of material to be removed based on the lump-sum fee. Return this form with your proposal of completing the project.

2. Completion of the work shall be within the 2026 calendar year. Early start is acceptable in 2025 but all work shall be completed by December 31, 2026.

3. Approximate loading areas for trucks to remove sludge shall be located on W Randolph Ave between S Neosho Street and S West Street.

4. Trucks hauling sludge and equipment shall access the site from W South Avenue. Empty trucks shall use S Rural Street. Loaded trucks shall use S West Street to exit the site back to W South Avenue.

5. All items may be subject to modification during pre-construction.

Please sign this Addendum and return with your bid.

I hereby acknowledge receipt of Addendum No. 1 for the Peter Pan Pond Dredging.

NAME OF CONTRACTOR: _____DATE:_____

BY:_____

This is not an order

SPECIFICATIONS

Dealer's Name:__Hodges Farms & Dredging LLC_____ Date:__Nov 20, 2025_____

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: ____2026_____
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time the_____30 Days_____

Payment
Payment will be provided within 30 days of completion of work.

Sediment Removal Bid: Hourly Rate $ _N/A $0.079 per gallon (Floating Dredge)_____
• Includes crew and required equipment.

Total estimated hours for sediment removal _____N/A_____

Sediment Relocation Bid: Hourly Rate $ _N/A $0.035 per gallon (Hauling & Land Application)__
• Includes crew and required equipment.

Total estimated hours for sediment relocation_____N/A_____

Proposed total lump-sum fee for work: __$200,000.00 (see Comments below) _____

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the pond dredging and dredge relocation discussed above, according to the specifications listed and price quoted.

Company:__Hodges Farms & Dredging LLC_____

Address:___501 N. West St., Lebo, KS 66856_____

Email: __jeff@hodgesfd.com_____

Telephone:___(620) 343-0513_____

Contact Person:__Jeff Hodges_____

Prepared by:___Jeff Hodges_____

Signature:_____ Date:____Nov. 20, 2025_____

Comments:
$200,000.00 Budget = $39,000.00 Mobilization & Setup + $161,000.00 Sediment Removal/Relocation:

$161,000.00 / $0.114 ($0.079 + $0.035) per gallon total = 1,412,281 total gallons to remove/relocate.
This total quantity is approximately 1 ½ feet depth of pond sediment/sludge.

Hodges Farms and Dredging LLC

501 N West Street Lebo, KS 66856 • 620-343-0513 • jeff@hodgesfd.com • www.hodgesfd.com

Hodges Farms & Dredging (HFD) will rent a crane to hoist and place our floating dredge onto the pond. We will concentrate our sediment removal in the center of the pond to allow an increase in oxygen levels for the ecosystem.

HFD will haul the sediment material by semi trucks with enclosed tanks. We will dispose of the material off-site.

Feel free to contact me with any questions at (620) 343-0513.

Sincerely,

Jeff Hodges – Owner

ADDENDUM NO. 1
PETER PAN POND DREDGING
DATE AND TIME OF BID LETTING
NOVEMBER 21, 2025, at 2:00 p.m.

November 14, 2025

1. Provide only lump-sum fee and information at the bottom of the Specifications sheet attached to the RFP. Include process details and expected amount of material to be removed based on the lump-sum fee. Return this form with your proposal of completing the project.

2. Completion of the work shall be within the 2026 calendar year. Early start is acceptable in 2025 but all work shall be completed by December 31, 2026.

3. Approximate loading areas for trucks to remove sludge shall be located on W Randolph Ave between S Neosho Street and S West Street.

4. Trucks hauling sludge and equipment shall access the site from W South Avenue. Empty trucks shall use S Rural Street. Loaded trucks shall use S West Street to exit the site back to W South Avenue.

5. All items may be subject to modification during pre-construction.

Please sign this Addendum and return with your bid.

I hereby acknowledge receipt of Addendum No. 1 for the Peter Pan Pond Dredging.

NAME OF CONTRACTOR: __Hodges Farms & Dredging LLC_____DATE:__11-20-2025___

BY:_____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hodges Farms & Dredging, LLC

501 N West St
Lebo, KS 66856

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251

OWNER:
(Name, legal status and address)
City of Emporia, Kansas
104 E. 5th Street
Emporia, KS 66801

BOND AMOUNT: **Five Percent of the Total Amount Bid (5%)**

PROJECT:
(Name, location or address, and Project number, if any)
Peter Pan Park Dredging, Emporia, KS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **17th** day of **November, 2025**

(Witness)

Hodges Farms & Dredging, LLC
(Principal) *(Seal)*
Owner - M Hodges
(Title)

(Witness) **Grace Dickinson**

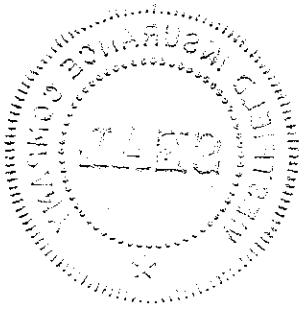
Westfield Insurance Company
(Surety) *(Seal)*
(Title) **Kate Zanders, Attorney-in-Fact**

WESTFIELD INSURANCE COMPANY SEAL

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/16/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **1429262 16**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, SARA HUSTON, KATE ZANDERS, JOHN CORD, GRACE RASMUSSEN, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY FULLER, JOINTLY OR SEVERALLY

of **WAUKEE** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **APRIL** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **16th** day of **APRIL** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

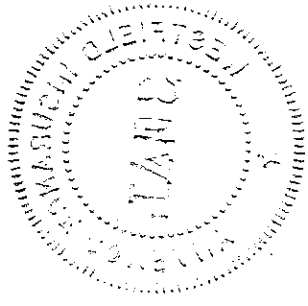
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

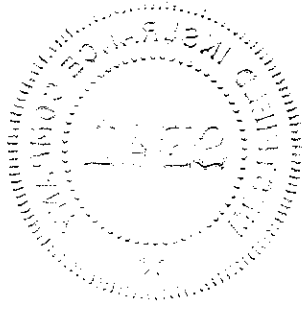
I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **17th** day of **November** A.D., **2025** .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)







REQUEST FOR PROPOSAL

City of Emporia

Peter Pan Pond Dredging

BIDDER Hodges Farms & Dredging

DATE November 20, 2025

City of Emporia – Peter Pan Pond Dredging

Lagoon Cleanout – Scope of Work

Submitted by: Stage 3 Separation

COPY

Project Overview

Peter Pan Park Pond is approximately 3 acres in size, with a maximum depth of 7 feet and a mean depth of 3.3 feet. The pond contains roughly 3 feet of accumulated silt that must be removed to restore hydraulic capacity and improve water quality. The City will accept either mechanical or hydraulic dredging methods. Stage 3 Separation proposes a hydraulic dredging and multi-stage solids control process designed to safely and efficiently remove, dewater, and dispose of accumulated solids.

All dredged material will be transported in enclosed, leak-proof trucks, trailers, or specialized containment equipment in accordance with the RFP requirements.

ADDENDUM NO. 1 – Acknowledgment

Peter Pan Pond Dredging
Bid Letting: November 21, 2025 – 2:00 PM
Issued: November 14, 2025

Stage 3 Separation acknowledges receipt of Addendum No. 1 and has incorporated the modifications into this proposal.

Key Addendum Items Addressed:

1. Stage 3 is providing a lump-sum fee along with process details and expected material quantities based on the specified budget.
2. All work will be completed within the 2026 calendar year; an early start in 2025 is acceptable.
3. Truck loading areas will be located on W. Randolph Ave between S. Neosho St. and S. West St.

4. Site access and haul routes will follow the City's required traffic pattern:
    - **Access:** W. South Ave
    - **Empty Trucks:** S. Rural St
    - **Loaded Trucks:** S. West St to W. South Ave
5. Stage 3 understands all items may be modified during the pre-construction process.

Stage 3 Project Summary

Location: Peter Pan Park, 301 S. Congress St, Emporia, KS 66801
Budget Provided by the City: $200,000

Under the approved budget, Stage 3 Separation can process and remove **at least 3,500 cubic yards of in-place material** using our hydraulic dredging and dual-centrifuge dewatering process. All solids will be transported to an approved disposal site within 10 miles of Emporia or to another City-authorized site.

Stage 3 will provide all necessary equipment, fuel, power, piping, labor, and supervision to execute the project safely and professionally.

Stage 3 Separation Process Overview

Processing Capacity & Duration

- **Minimum material removal:** 3,500 cubic yards
- **On-site duration:** 13–18 days (dependent on conditions and haul rates)
- **Daily production:** Up to **400 cubic yards per 12-hour shift**

Proposed Working Hours

(Subject to City approval; Stage 3 will work 7 days per week if allowed.)

- **Monday–Friday:** 7:00 AM – 7:00 PM
- **Saturday:** 7:00 AM – 3:00 PM
- **Sunday:** 7:00 AM – 12:00 PM (maintenance day)

Stage 3 employs experienced, certified solids-control technicians who will provide daily documentation and coordinate directly with City representatives.

Primary Equipment & Processes

- Self-Propelled Hydraulic Dredge
- Linear Motion Shakers
- Agitated Processing Tank
- Dual High-Speed Centrifuges
- BOS (Buffered Overflow System) Tank
- Transfer & Discharge Pumps
- Turbidity Curtain System

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1. Dredging Operations

A self-propelled dredge will operate within the pond, connected to the dewatering system using 6" pipeline. Material will be removed in 6–12 inch passes depending on density and real-time operating conditions. Shoreside personnel and a designated safety attendant will maintain continuous radio communication.

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2. Multi-Stage Dewatering System

Stage 3's exclusive dewatering process is designed to produce a dry, stackable solid suitable for land application or landfill disposal.

Process Flow:

1. **Linear Motion Shakers** remove oversized debris.
2. **Processing Tank** stabilizes flow and maintains consistent density.
3. **Dual Centrifuges** provide high-efficiency solids recovery.
4. **BOS Tank** polishes effluent through nine internal weirs.
5. **Clean Effluent** is returned to the pond behind a turbidity curtain.

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3. Dewatering System Location & Traffic Management

Dewatering equipment will be set up on the **southwest corner of the pond at S. West St. and W. Randolph Ave**.

Advantages of this layout:

- Full-time traffic flow will be maintained except when loading trucks.
- The right lane will be temporarily closed only while loading solids.
- Clear haul routes ensure safe entry and exit of trucks and equipment.

Estimated hauling volume:
150–200 truckloads of dry, stackable solids.

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4. Solids Removal & Disposal

All dewatered solids will be loaded via excavator into approved hauling trucks and delivered to the designated disposal site. Stage 3 will supply all disposal documentation, including load counts, manifests, and dumping receipts.

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5. Centrifuge Operations

The dual centrifuge system will run continuously to maximize solids removal. Solids will discharge directly into a round-bottom open-top container for loading. Clarified effluent will enter the BOS tank for final polishing.

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6. BOS Tank Operations

The BOS system provides secondary clarification using nine weir-separated chambers. Effluent from the BOS tank will be discharged behind a turbidity curtain to maintain water clarity and protect aquatic habitat.

Project Throughput & Schedule

- **Overall duration:** 13–18 days
- **Shift capacity:** Up to 400 cubic yards per 12-hour shift
- **Guaranteed removal:** Minimum **3,500 cubic yards** of in-place material

- **Completion deadline:** No later than **December 31, 2026**

Conclusion

Stage 3 Separation will perform all dredging, dewatering, solids hauling, and effluent management activities in full compliance with the City of Emporia requirements and Addendum No. 1. With our certified operators, specialized hydraulic dredging system, and proven dual-centrifuge dewatering process, Stage 3 will complete the project safely, efficiently, and to the highest professional standards.

Stage 3 will provide:

- All required labor, fuel, power, and equipment
- Full solids removal and transportation
- Daily reporting and communication
- A safe worksite and adherence to all City specifications

We look forward to partnering with the City of Emporia on this important restoration project.

Acknowledgment

I hereby acknowledge receipt of Addendum No. 1 and approve all info in the document provided for the Peter Pan Pond Dredging project.

Signature: Alex Karpiuk Alex Karpiuk

Date: 11/19/25

Contact Information

Stage 3 Separation
Address: 2000 Silber Rd , Houston TX 77055
Phone:832-247-7528
Email: alex.karpiuk@s3s.com
Website: www.s3s.com

SPECIFICATIONS
Dealer's Name: Stage 3 Separation
Date: November 19, 2025

Schedule of Work

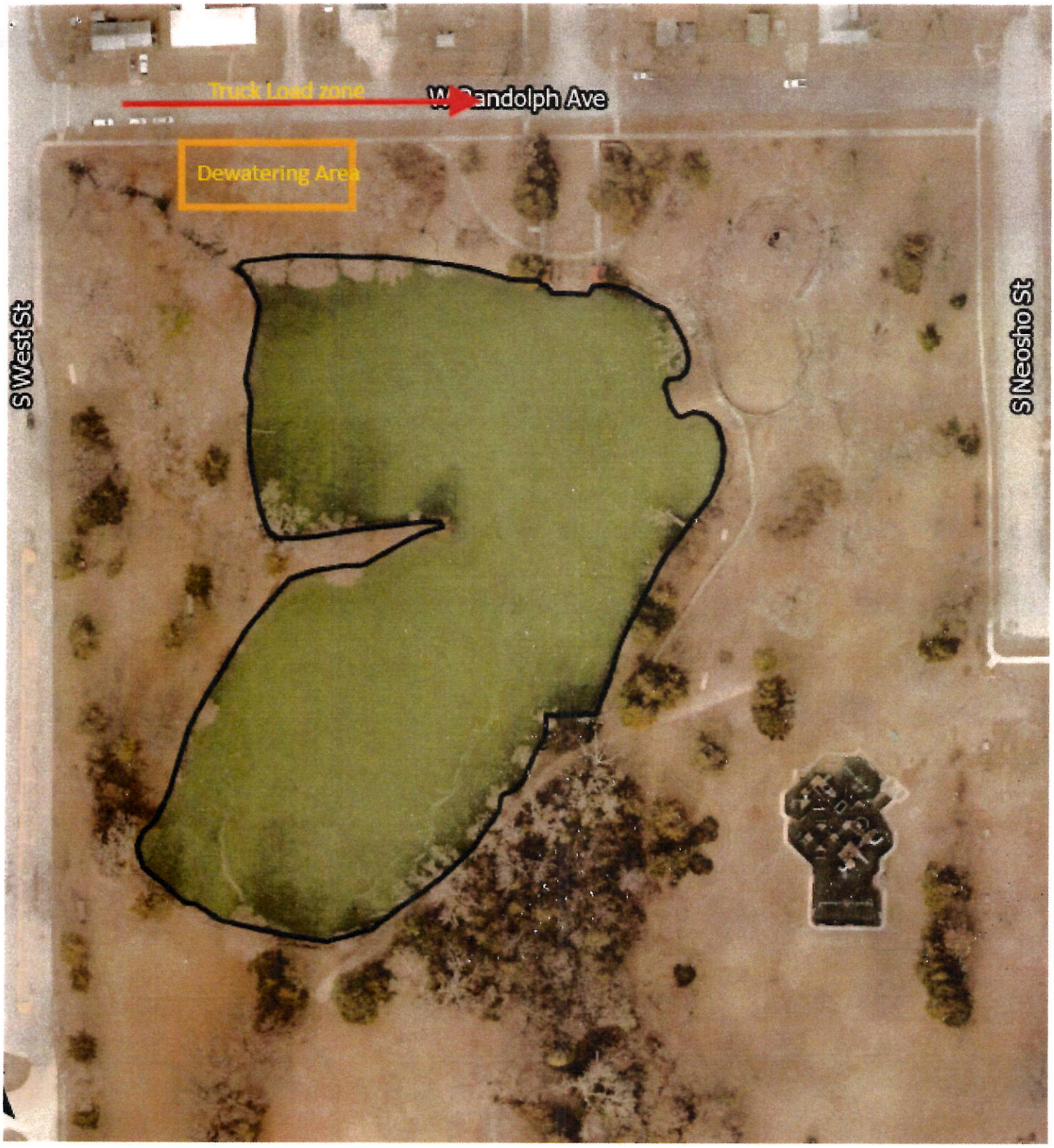
- **Minimum notice required from the City of Emporia prior to beginning work:** 30 days
- **Maximum number of days required to complete the work** *(excluding Acts of God, including inclement weather, provided they are communicated to the City of Emporia representative at the time they are identified):* 30 days
- **Payment terms:** Payment will be provided within 30 days of completion of work.

Sediment Removal Bid

- **Minimum material removal:** 3,500 cubic yards of in-place volume removal, haul-off, and disposal
- **Total Bid Amount:** $200,000

The undersigned hereby agrees to perform work for the City of Emporia, Kansas, to accomplish the pond dredging and dredge relocation discussed above, according to the specifications listed and price quoted.
Company: Stage 3 Separation, LLC
Address: 2000 Silber Rd, Houston, TX 77055
Phone: 832-247-7528
Email: alex.karpiuk@s3s.com
Website: www.s3s.com

Authorized Signature
Name: Alex Karpiuk
Title: Sales and Operations Manager
Date:11/19/2025
Signature: _____


Truck Load zone
Dewatering Area
S West St
S Neosho St

BID BOND

AXIS Insurance Company

CONTRACTOR:
(Name, legal status and address)

Stage 3 Separation, LLC
2000 Silber Road
Houston, TX 77055

SURETY:
(Name, legal status and principal place of business)

AXIS Insurance Company
10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

OWNER:
(Name, legal status and address)

City of Emporia
515 Market Street
Emporia, Kansas 66801

BOND AMOUNT: Five Percent of the Total Bid (5% TB)

PROJECT:
(Name, location or address, and Project number, if any)

Peter Pan Pond Dredging

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company**, an Illinois property and casualty company, (the "Company") does hereby appoint:

Ashley Koletar, Dylan Young, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Melanie Salinas, Namesia Anderson, Richard Covington, Ryan Varela, Stephanie Moore Harold, and Vickie Lacy.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

> RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, and
>
> RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: _____

Printed Name: Andrew M. Weissert

Title: Senior Vice President

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came **Andrew M. Weissert**, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

_____
Notary Public

ANGELA GRUBBS
NOTARY PUBLIC
Exp. Dec. 13, 2025
FORSYTH COUNTY, GA

CERTIFICATION

I, **Frances R. Mathis**, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Andrew M. Weissert**, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 21st day of November, 20 25.

By: _____

Printed Name: Frances R. Mathis

Title: Assistant Secretary

[Seal]

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

Signed and sealed this 21st day of November, 2025.

(Witness)

Stage 3 Separation, LLC

(Principal) (Seal)

EVP ADMINISTRATION

(Title)

AXIS Insurance Company

(Surety) (Seal)

(Witness) Tyler Truax

Vickie Lacy, Attorney-in-Fact

(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

Title: Financials and Permits

Agenda Date: December 17, 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 November 2025 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	$ 554,782.63	$ 526,515.77	**Decrease of $28,266.86** for the month, and
YTD	**$ 5,949,396.02**	**$6,081,130.99**	Overall increase of 2.17% from year 2024.

City Share from County Tax

	2024	2025	
	$ 278,655.73	$ 274,507.05	**Decrease of $4,148.68** for the month, and
YTD	**$ 3,046,899.05**	**$ 3,168,061.50**	Overall increase of 3.82% from year 2024.

Building Permits issued from 11/1/2025 to 11/30/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	46
Total valuations associated with those building permits:	$ 5,743,239.55
Total number of dollars collected for Building Permit Fees:	$ 18,743.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for November 2025	$ 12,542.83
YTD	**$ 189,207.28**
Pavilions CID for November 2025	$ 11,990.11
CID #2	**$** 11,990.11
YTD	**$ 348,506.86**
Fairview Hotel CID for November 2025	**$** 7,523.50
YTD	**$ 80,064.86**
West Plaza CID for November 2025	$ 11,148.42
YTD	**$ 100,270.37**

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

The **General Fund** Income Statement for the eleven-month period ending November 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 14.6% more than 2024.

Sales Tax is $251,164 higher than 2024 and 93% of the YTD budget.

Franchise tax is $13,000 higher than 2024 and 95% of the YTD budget.

Administration fees are $390,000 higher than 2024 and 98% of the YTD budget.

Expense

Personnel Services is 7.27% more than 2024 and 96% of the YTD budget.
Maintenance and Repairs are down 32% from 2024.
Commodities are up 21% from 2024.
Other Charges are up 66% from 2024.

Total revenues for the eleven-month period ending November 30, 2025, were $27,345,539 and expenses were $26,825,027. The unencumbered cash balance is $7,072,323 which is $906,328 less than November 2024.

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

Revenue
Sale of Water is 4% higher than 2024 or $348,000 more. 90% of the budget has been received.

95ransfer to Project Fund – a draw down from the state water loan was received and passed

through the water fund.

Expense

Maintenance & Repair is 51% lower than 2024 or $595,000 less.

Total revenues for the eleven-month period ending November 30, 2025, were $13,100,781 while expenses were $13,620,882. The ending cash balance is negative $510,102.

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

Revenue:
Sewer Charges are 9.56% higher than in 2024 which is $574,000 more in revenue.

Expenses

Maintenance and repair is down from 2024 in the amount of $99,000.

Total revenues for the eleven-month period ending November 30, 2025, were $6,862,997 and expenses were $7,095,499. The cash balance is 408,480.

The **Solid Waste Fund** Income Statement for the eleven-month period ending November 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 2.78%
Landfill fees are 15% lower than in 2024.

Expenses

Personnel services are 12% higher than in 2024. Maintenance and repair are 24% higher than in 2024. Overall expenses are $422,000 higher than in 2024.

Total revenues for the eleven-month period ending November 30, 2025, were $5,407,839 and expenses were $6,438,567. The fund experienced a loss of $1,030,000 in the first ten months of the year. The cash balance has decreased $1,229,000 since November 2024.

City of Emporia, Kansas

GENERAL FUND

as of November 30, 2025

GENERAL FUND

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	6,372,488	7,306,222	14.65%
Sales Tax	9,789,887	9,960,982	8,998,029	9,249,192	2.79%
Franchise Tax	2,819,267	2,776,900	2,622,420	2,635,843	0.51%
Other Taxes	747,810	696,594	583,020	533,361	-8.52%
Intergovernmental Taxes	424,887	399,838	444,354	391,198	-11.96%
Licenses & Permits	294,976	264,350	260,483	212,971	-18.24%
Charges for Services	2,411,599	2,420,816	2,455,555	2,543,647	3.59%
Fines & Fees	525,589	495,400	469,694	607,562	29.35%
Use of Property and Money	914,263	185,596	141,846	176,337	24.32%
Interest Receivable		550,000	742,553	313,847	-57.73%
Reimbursements	226,524	5,100	15,858	8,922	-43.74%
Administrative Transfers	2,731,921	2,953,560	2,516,292	2,907,226	15.54%
Misc Revenue		41,500	58,354	32,173	-44.87%
Contrubitions			28,170	25,700	-8.77%
Operating Revenues	240	0	0	0	0.00%
Nonoperating Revenues	225,753	100,000	100,000	401,339	301.34%
TOTAL RECEIPTS	27,513,743	27,992,100	25,809,115	27,345,539	5.95%
EXPENDITURES					
Personnel Services	17,949,291	18,052,533	16,315,705	17,501,933	7.27%
Vacancy Rate		0	0		0.00%
Maintenance & Repair	968,713	1,153,800	838,802	570,632	-31.97%
Commodities	1,631,449	2,134,335	1,461,848	1,776,281	21.51%
Other Charges	354,999	910,645	317,981	528,239	66.12%
Capital Outlay	225,163	201,500	109,255	44,249	-59.50%
Transfer to Economic Development	925,000	925,000	770,833	847,917	10.00%
Transfer to Multi Year Fund	3,358,119	3,416,507	2,810,017	3,173,062	12.92%
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	518,807	506,053	-2.46%
Communications	107,898	145,250	98,844	92,925	-5.99%
Training and Travel	182,158	239,200	177,124	178,921	1.01%
Jail Expenses	62,200	87,500	52,400	52,900	0.95%
Other Contractual	888,344	1,205,316	810,803	821,914	1.37%
Outstanding PO's		0	0	23,444	
TOTAL EXPENDITURES	27,201,608	29,678,836	24,280,647	26,825,027	10.48%
Revenue less expenses	312,135	(1,686,736)	1,528,468	520,512	
Cash Basis Adjustments/Non-appropri	(20,748)	0	0	(189,759)	
Ending Cash Balance	**6,741,570**	**3,802,337**	**7,978,651**	**7,072,323**	
Base for Reserve calculation	22,695,100	24,563,629	20,592,315	22,053,242	
15% Reserve	3,404,265	3,684,544	3,088,847	3,307,986	
Amount over 15% Reserve	3,337,305	117,793	4,889,804	3,764,337	

GENERAL FUND

as of November 30, 2025

	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov Actual	Change between 24 & 25
EXPENDITURES				
Administration	-	270,930.41	273,364.85	2,434.44
Commission/Manager/Clerk	5,310,627.00	1,491,021.93	1,202,941.89	(288,080.04)
Accounting/HR	546,811.00	407,245.44	485,807.40	78,561.96
IT	549,437.00	373,960.15	436,163.27	62,203.12
Communication	20,100.00	-	60,690.22	60,690.22
Police	5,982,680.00	5,001,428.79	5,849,723.41	848,294.62
Animal Control	286,834.00	225,205.64	281,310.31	56,104.67
Fire	3,589,287.00	2,997,044.76	3,294,922.39	297,877.63
EMS	4,176,286.00	3,127,936.06	3,346,325.68	218,389.62
Municipal Court	659,309.00	574,892.19	598,556.84	23,664.65
Engineering	755,403.00	530,001.11	792,397.80	262,396.69
Street - Snow Removal	75,000.00	21,386.57	75,727.02	54,340.45
Golf Course Maintenance	584,155.00	537,835.40	548,124.96	10,289.56
Golf Course Shop	528,024.00	467,611.59	544,221.36	76,609.77
Park	1,356,066.00	1,106,968.72	1,151,350.76	44,382.04
Disc Golf	226,735.00	119,188.97	23,317.24	(95,871.73)
Aquatic Center	243,300.00	183,105.35	97,481.55	(85,623.80)
Zoo	938,587.00	754,199.03	730,676.65	(23,522.38)
Civic Auditorium	908,451.00	693,824.53	769,162.38	75,337.85
Civic/Library	86,417.00	135,125.32	124,408.12	(10,717.20)
Civic/Grounds Maintenance	139,727.00	62,831.09	86,305.41	23,474.32
Civic/ Concessions	90,952.00	75,504.69	81,929.68	6,424.99
Building & Neighborhood Development	998,619.00	799,203.92	865,384.82	66,180.90
Shop	92,616.00	(19,702.00)	(30,971.26)	(11,269.26)
Street Lighting	349,020.00	290,891.47	291,076.70	185.23
Appropriations	91,500.00	77,648.04	83,191.27	5,543.23
Airport	897,333.00	696,045.86	698,224.18	2,178.32
Parking Facility	11,600.00	8,731.00	16,161.49	7,430.49
Sales Tax Transfer	4,341,507.00	3,539,076.62	4,015,978.13	476,901.51
TOTAL EXPENDITURES	33,836,383.00	24,549,142.65	26,793,954.52	2,244,811.87

City of Emporia, Kansas

Multi Year Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	2,810,016.68	3,173,061.50	12.92%
Reimburance from state	473,211.16				
Interest	191,881.54	130,000.00	177,526.64	106,577.35	-39.97%
Total Revenue	4,023,212.09	3,546,507.00	2,987,543.32	3,279,638.85	9.78%
EXPENSES					
Unspent expenses				(77,947.78)	
Maintenance & Repair		250,000.00	115,381.30	75,399.67	-34.65%
Other Charges			35,514.27	45,988.50	
Capital	2,492,228.31	3,427,800.00	458,807.61	527,074.14	14.88%
Transfer Out	200,000.00	-	200,000.00	524,198.78	162.10%
Communications			573.10	-	-100.00%
Contractual Services	1,603,253.88	2,295,130.00	3,184,808.90	1,169,207.48	-63.29%
Outstanding PO's				958,125.37	
Total Expenses	4,295,482.19	5,972,930.00	3,995,085.18	3,222,046.16	(0.21)
Ending Cash Balance	**2,723,727.31**	**633,587.61**	**1,988,455.55**	**2,781,320.00**	**-**

City of Emporia, Kansas

Insurance Reserve

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$32,707	$20,309	-37.91%
TOTAL RECEIPTS	$36,355	$0	$32,707	$20,309	-37.91%
EXPENDITURES					
Maintenance & Repair	$0	$0			
Misc Projects	$0	$0			
TOTAL EXPENDITURES	$0	$0	$0	$0	
Ending Cash Balance	**$699,713**	**$0**	**$696,065**	**$720,022**	

City of Emporia, Kansas

Vacant Property Program

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$2,286	$0	-100.00%
TOTAL RECEIPTS	$2,358	$0	$2,286	$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**	**($51,790)**	**$1,495**	

City of Emporia, Kansas

Library Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -Nov Actual	2025 Jan -Nov Actual	Change between 24 & 25
Beginning Cash Balance	$0	$0	$0	$78	
REVENUE					
Ad Valorem Property Tax	$1,086,316	$1,104,165	$1,086,675	$1,166,422	7.34%
Other Taxes	$115,497	$97,578	$98,660	$88,977	-9.82%
TOTAL RECEIPTS	$1,201,813	$1,201,743	$1,185,335	$1,255,399	5.91%
EXPENDITURES					
Insurance Refund		$0			
Misc Projects		$0			
Appropriation	$1,201,735	$1,248,955	$1,185,335	$1,268,237	-1.60%
TOTAL EXPENDITURES	$1,201,735	$1,248,955	$1,185,335	$1,268,237	
Ending Cash Balance	**$78**	**($47,212)**	**$0**	**($12,760)**	

City of Emporia, Kansas

Transient Guest Tax

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov Actual	Change between 24 & 25
Beginning Cash Balance	$999,063	$588,887	$999,063	$671,185	
REVENUE					
Transient Guest Tax	$932,626	$950,000	$932,626	$927,873	-0.51%
Interest on Investment	$24,211	$10,000	$28,820	$21,207	-26.42%
Fence rental	$2,369	$0	$0	$0	
Miscellaneous	$14,432			$14,006	
Accounts Receviable - fence rental	$8,540			$0	
TOTAL RECEIPTS	$982,178	$960,000	$961,447	$963,087	0.17%
EXPENDITURES					
CVB Appropriation	$462,000	$480,000	$371,301	$480,000	29.28%
Trusler Sports Complex		$0			
City cost associated with events	$40,000	$40,000	$0	$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 & Employe	$100,000	$100,000	$132,401	$100,000	-24.47%
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 - course improvements	$17,900		$17,900	$79,906	346.40%
Hispanics of Today and Tommorrow	$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	$1,054,906	20.64%
Ending Cash Balance	**$671,185**	**$408,887**	**$1,086,100**	**$579,366**	

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	$244,267.67
TOTAL	$634,077.46	$771,864.27	$851,749.73	$932,626.95	$927,873.25

City of Emporia, Kansas

Industrial Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	1,153	7.28%
Other Taxes	136		115	87	-24.26%
Interest on Investment	1,334	800	1,199	782	-34.76%
TOTAL RECEIPTS	2,530	1,800	2,389	2,022	-15.33%
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)**	**25,836**	**27,999**	

City of Emporia, Kansas

Economic Sales Tax

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$770,833	$847,917	10.00%
Interest Income	$31,551	$20,000	$35,548	$24,818	-30.18%
Money for Land Purchases	$195,906	$0		$0	
RDA returned money				$79,182	0.00%
Total Revenue	$1,152,457	$945,000	$806,381	$951,917	18.05%
Expense:					
Appropriation to the RDA	$358,184	$386,192	$191,251	$386,192	101.93%
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			$353	
Transfer to Krestsinger Project				$279,530	
Special Projects	$13	$967,535	$0		
Total Expenses	$1,426,390	$1,834,727	$1,080,557	$1,171,326	8.40%
Ending Cash Balance	**$1,045,887**	**$100,001**	**$1,045,644**	**$826,477**	

City of Emporia, Kansas

Special Alcohol Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	5,648	3,199	-43.35%
TOTAL RECEIPTS	114,410	107,660	87,977	**83,199**	-5.43%
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**	**122,460**	**112,692**	

Appropriations	Receive in 2021	Receive in 2022	Receive in 2023	Receive in 2024	Receive in 2025
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 - SEPTEM	$25,844.73	$28,544.72	$31,037.27	$29,035.42	$29,099.85
4TH QUARTER - DECEMB	$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

City of Emporia, Kansas

Special Park Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$7,584	$4,817	-36.49%
TOTAL RECEIPTS	$116,842	$108,660	$89,913	$84,816	-5.67%
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**	**$190,821**	**$183,249**	

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)
	95,500.00		

City of Emporia, Kansas

Special Street Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov Actual	Change between 24 & 25
Beginning Cash Balance	179,135	113,211	179,135	188,562	
REVENUE					
Gasoline Tax	733,844	745,383	733,844	715,500	-2.50%
Damages	20,438	5,000	19,412	20,048	3.28%
Interest on Investment	15,927	10,000	14,768	6,854	-53.59%
Transfer of Funds	102,420	100,000	100,000	102,467	2.47%
Sale of Salvage	0			0	
Miscellaneous	125	0	125	0	
TOTAL RECEIPTS	872,754	860,383	868,149	844,869	-2.68%
EXPENDITURES					
Personnel Services	632,443	634,288	580,182	574,729	-0.94%
Vacancy		(12,147)			
Maintenance & Repair	87,417	131,870	79,643	112,726	41.54%
Commodities	108,214	154,350	88,764	105,826	19.22%
Other Charges	20,827	(41,712)	19,677	50,226	155.25%
Capital Outlay	0	0		0	
Transfer of Funds	0	25,000	0	33,109	
Utilities	9,225	5,750	8,550	3,592	-57.98%
Communications	2,420	2,700	2,099	2,708	29.01%
Training & Travel	6,216	8,000	5,940	14,296	140.68%
Contractual Services	24,585	41,100	21,555	11,606	-46.16%
Special Projects	0	24,394	0	0	
Outstanding PO's				29,508	
Audit Adjustments	(28,021)			(10,104)	
TOTAL EXPENDITURES	863,327	973,593	806,411	928,222	15.11%
Net Change in Cash	9,427	(113,210)	61,738	(83,353)	
Ending Cash Balance	**188,562**	**1**	**240,873**	**105,209**	

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	$173,983.16
Total	$712,574.60	$655,837.00	$648,358.00	$653,076.80	$655,730.76

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

City of Emporia, Kansas

Drug Forfeiture Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$2,343	$1,953	-16.64%
Miscellaneous					
TOTAL RECEIPTS	$43,103	$7,000	$31,981	-$157	-100.49%
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	$2,172	
Transfer of funds					
Other Contractual	$0	$0		$1,211	
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	$4,602	-60.33%
Ending Cash Balance	**$65,741**	**$0**	**$60,428**	**$60,982**	

City of Emporia, Kansas

Storm Water

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov Actual	Change between 24 & 25
Beginning Cash Balance	$243,446	$0	$243,446	$139,005	
REVENUE					
Transfer from Multi Year	$100,000	$0	$12,884	$6,832	-46.97%
Interest on Investment	$13,609	$0	$100,000	$150,000	50.00%
Miscellaneous					
TOTAL RECEIPTS	$113,609	$0	$112,884	$156,832	38.93%
EXPENDITURES					
Commodities	$0	$0	$0	$0	
Capital Outlay	$7,184	$0	$7,110	$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	$100,808	75.21%
Travel & Training					
Maintenance & Repair	$137,906	$0	$137,743	$28,524	-79.29%
Outstanding PO's				$0	
Special Projects		$0	$0		
TOTAL EXPENDITURES	$218,050	$0	$203,090	$129,333	-36.32%
Ending Cash Balance	**$139,005**	**$0**	**$153,239**	**$166,504**	

City of Emporia, Kansas

Land Bank

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$6,269	$3,718	-40.70%
Sale of Property	$0			$0	
TOTAL RECEIPTS	$6,967	$0	$6,269	$3,718	-40.70%
EXPENDITURES					
Commodities	$0	$0	$0	$0	
Capital Outlay		$0	$0	$658	
Communications	$0	$0	$0	$40	
Other Charges	$418	$0	$418	$23,476	5510.03%
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	$418	$0	$418	$24,174	
Ending Cash Balance	**$133,963**	**$0**	**$133,264**	**$113,507**	

City of Emporia, Kansas

Bond & Interest Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	$2,066,235	$2,103,420	101.80%
Other Taxes	$298,751	$245,922	$264,147	$208,557	78.95%
Interest on Investment	$202,643	$100,000	$182,177	$161,512	88.66%
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	$2,649,882	$14,828,655	559.60%
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**	**$3,905,512**	**$5,527,279**	

City of Emporia, Kansas

Equipment Reserve Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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		$23,376	$12,046	-48.47%
Sale of Vehicles	$203,380		$101,915	$31,600	-68.99%
TOTAL RECEIPTS	$234,885	$0	$125,291	$783,313	525.20%
EXPENDITURES					
Leasing Payment	$133,261		$502,784	$694,661	38.16%
Capital Outlay	$431,539		$0	$0	
Special Projects					
TOTAL EXPENDITURES	$564,800	$0	$502,784	$694,661	
Ending Cash Balance	**$249,176**	**$0**	**$201,597**	**$337,828**	

City of Emporia, Kansas

Water Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	8,504,271	8,852,601	4.10%
Service Charge	83,539	100,000	77,052	89,426	16.06%
Penalties	102,425	92,000	91,612	111,894	22.14%
Sale of Salvage	0	0	0		
Reimbursed Expense	57,451	20,000	41,984	0	-100.00%
Interest on Investment	42,986	40,000	51,403	24,410	-52.51%
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	19,196	22,090	15.07%
TOTAL RECEIPTS	15,163,079	10,477,600	10,089,782	13,100,781	29.84%
EXPENDITURES					
Personnel Services	1,387,665	1,502,807	1,264,761	1,362,007	7.69%
Vacancy		(28,910)	0		
Maintenance & Repair	1,381,379	1,110,400	1,166,478	570,602	-51.08%
Commodities	2,047,987	1,769,350	1,800,480	2,072,350	15.10%
Other Charges	644,539	340,260	274,314	238,764	-12.96%
Industrial Discount		320,000	296,180	202,719	-31.56%
Capital Outlay	373,685	415,000	180,768	111,655	
Debt Payment	1,825,075	1,635,939	1,924,917	1,948,760	1.24%
Stock	120,609	5,000	72,657	0	-100.00%
Transfer to Project Account	5,240,370	0	5,240,370	3,650,360	-30.34%
Utilities	630,971	712,100	583,927	485,248	-16.90%
Communications	24,833	44,700	22,137	23,860	7.79%
Travel & Training	19,330	22,500	18,437	25,686	39.32%
Contractual Services	1,222,028	1,329,450	1,114,251	1,090,874	-2.10%
Administrative Fee 16%	1,105,842	1,405,680	1,105,842	1,451,391	31.25%
Excess Carryover		0	0		
Change in Liabilities	(40,644)	0	329,029	249,513	
Outstanding PO's			0	137,094	
TOTAL EXPENDITURES	15,983,671	10,584,276	15,394,549	13,620,882	-11.52%
NET CHANGE IN CASH	(820,592)	(106,676)	(5,304,768)	(520,102)	-90.20%
ENDING CASH BALANCE	**10,000**	**251,169**	**(4,474,176)**	**(510,102)**	
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	9,973,411	9,858,868	
20% reserve amount	2,073,923	2,033,855	1,994,682	1,971,774	
Amount over 20% reserve	(2,063,923)	(1,782,686)	(6,468,858)	(2,481,875)	

City of Emporia, Kansas

Wastewater Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	6,011,468	6,586,043	9.56%
Extra Strength Surcharge	163,428	155,000	147,293	226,620	53.86%
Interest on Investment	45,923	30,000	51,947	37,735	-27.36%
New System taps	2,000	5,000	1,800	3,200	77.78%
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	19,664	9,400	-52.20%
TOTAL RECEIPTS	6,954,788	7,231,000	6,232,172	6,862,997	10.12%
EXPENDITURES					
Personnel Services	1,425,385	1,310,671	1,300,352	1,383,063	6.36%
Vacancy	0	(23,100)	0	0	
Maintenance & Repair	420,819	489,100	334,353	433,603	29.68%
Commodities	534,367	374,750	523,445	377,048	-27.97%
Other Charges	165,841	187,785	150,306	149,936	-0.25%
Capital Outlay	117,523	405,000	117,802	0	-100.00%
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	671,613	743,072	10.64%
Communications	22,855	29,600	19,573	20,934	6.95%
Travel & Training	9,652	11,500	8,818	16,092	82.48%
Contractual Services	344,176	239,550	252,520	345,390	36.78%
Administrative Fee flat	610,000	610,000	559,167	559,167	0.00%
Excess Carryover		0	0		
Change in Liabilities	(176,476)	0	(315,645)	(167,022)	
Outstanding PO's				213,984	
TOTAL EXPENDITURES	7,343,338	7,113,940	6,831,028	7,095,499	3.87%
NET CHANGE IN CASH	(388,551)	117,060	(598,856)	(232,501)	
ENDING CASH BALANCE	**640,981**	**843,767**	**430,676**	**408,480**	
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	6,577,306	7,095,499	
20% Cash Reserve amount	1,417,979	1,341,788	1,315,461	1,419,100	
Amount over 20% Cash Reserve	(776,998)	(498,021)	(884,786)	(1,010,620)	

City of Emporia, Kansas

Solid Waste Fund

as of November 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -Nov Actual	2025 Jan -Nov 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	2,773,957	3,021,548	8.93%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	156,375	120,000	166,428	74,220	-55.40%
Trf from Health Ins - Premiums		0	0		
Resale of Recyclables	144,698	90,000	133,602	93,906	-29.71%
Box Container Fees	1,869,277	2,013,000	1,715,211	1,762,826	2.78%
Landfill Fees	578,017	597,500	536,703	453,903	-15.43%
Transfers	0	0	0	0	
Miscellaneous	15,845	5,500	28,306	1,436	-94.93%
TOTAL RECEIPTS	5,811,636	6,126,000	5,354,206	5,407,839	1.00%
EXPENDITURES					
Personnel Services	2,496,197	2,636,900	2,248,812	2,515,597	11.86%
Vacancy		(51,039)			
Maintenance & Repair	257,114	390,500	232,990	288,290	23.73%
Commodities	399,765	447,100	354,229	396,579	11.96%
Other Charges	395,271	248,730	210,951	167,568	-20.57%
Industrial Discount		130,000	127,676	128,499	0.64%
Capital Outlay	320,359	1,150,000	0	0	
Transfer to Equipment Reserve	0	0	0	0	
Utilities	52,096	74,000	45,468	50,622	11.34%
Communications	38,036	54,300	31,863	31,945	0.26%
Transfer to project		0			
Travel & Training	6,051	11,600	5,766	6,207	7.64%
Contractual Services	1,759,615	1,879,000	1,637,798	1,738,923	6.17%
Administrative Fee 16%	975,905	924,880	804,139	849,609	5.65%
Excess Carryover	0	577,705	0	0	
Change in Liabilities	(28,569)	0	18,516	(162,954)	
Outstanding PO's			297,674	427,682	
TOTAL EXPENDITURES	6,671,840	8,473,676	6,015,883	6,438,567	7.03%
NET CHANGE IN CASH	(860,204)	(2,347,676)	(661,677)	(1,030,728)	
ENDING CASH BALANCE	**2,528,037**	**(1)**	**2,726,564**	**1,497,309**	
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	6,015,883	6,438,567	
20% cash reserve amount	1,270,296	1,464,735	1,203,177	1,287,713	
Amount over 20% Cash Reserv	1,257,740	(1,464,736)	1,523,387	209,595	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of November 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
						22,230,038	22,618,003	
GENERAL FUND ADMINISTRATION	4,000,000.00	270,930.41	3,729,070	7%	13.65%	3,033,709	3,086,654	2,815,724
COMMISSION/MANAGER/CLERK	1,310,571.00	1,202,941.89	107,629	92%	4.47%	993,973	1,011,320	(191,622)
FINANCE/HUMAN RESOURCES	546,811.00	485,807.40	61,004	89%	1.87%	414,716	421,954	(63,853)
INFORMATION SYSTEMS	549,437.00	436,163.27	113,274	79%	1.87%	416,708	423,981	(12,183)
COMMUNICATION	20,100.00	60,690.22	(40,590)	302%	0.07%	15,244	15,510	(45,180)
POLICE PROTECTION	5,982,680.00	5,849,723.41	132,957	98%	20.41%	4,537,428	4,616,616	(1,233,107)
ANIMAL CONTROL	286,834.00	281,310.31	5,524	98%	0.98%	217,543	221,339	(59,971)
FIRE PROTECTION	3,589,287.00	3,294,922.39	294,365	92%	12.25%	2,722,213	2,769,722	(525,200)
AMBULANCE SERVICE	4,176,286.00	3,346,325.68	829,960	80%	14.25%	3,167,409	3,222,688	(123,638)
COURT SERVICES	659,309.00	598,556.84	60,752	91%	2.25%	500,038	508,765	(89,792)
ENGINEERING	755,403.00	792,397.80	(36,995)	105%	2.58%	572,918	582,917	(209,481)
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	75,000.00	75,727.02	(727)	101%	0.26%	56,882	57,875	57,875
GOLF COURSE MAINTENANCE	584,155.00	548,124.96	36,030	94%	1.99%	443,039	450,771	375,044
GOLF SHOP	528,024.00	544,221.36	(16,197)	103%	1.80%	400,468	407,457	(140,668)
PARK	1,356,066.00	1,151,350.76	204,715	85%	4.63%	1,028,477	1,046,427	502,205
DISC GOLF	226,735.00	23,317.24	203,418	10%	0.77%	171,962	174,963	(976,388)
AQUATIC CENTER	243,300.00	97,481.55	145,818	40%	0.83%	184,525	187,746	(963,605)
ZOO	938,587.00	730,676.65	207,910	78%	3.20%	711,850	724,273	700,956
CIVIC BUILDING OPERATIONS	908,451.00	769,162.38	139,289	85%	3.10%	688,994	701,019	603,537
LIBRARY MAINTENANCE	86,417.00	124,408.12	(37,991)	144%	0.29%	65,541	66,685	(663,992)
GROUNDS MAINTENANCE	139,727.00	86,305.41	53,422	62%	0.48%	0	107,822	(661,340)
CONCESSION STAND	90,952.00	81,929.68	9,022	90%	0.31%	68,980	70,184	(54,224)
CODE SERVICES	998,619.00	865,384.82	133,234	87%	3.41%	757,380	770,598	(94,787)
SHOP MAINTENANCE	92,616.00	-30,971.26	123,587	-33%	0.32%	70,243	71,468	(14,837)
STREET LIGHTING	349,020.00	291,076.70	57,943	83%	1.19%	264,706	269,326	187,396
MISC APPROPRATIONS	91,500.00	83,191.27	8,309	91%	0.31%	69,396	70,607	101,578
AIRPORT	897,333.00	698,224.18	199,109	78%	3.06%	680,562	692,439	609,248
PARKING FACILITY	11,600.00	16,161.49	(4,561)	139%	0.04%	8,798	8,951	(689,273)
TRANSERS	4,341,507.00	4,015,978.13	325,529	93%	14.81%	3,292,717	3,350,183	3,334,021
CONTINGENCY	-356,397.00	0	(356,397)	0%	-1.22%	(270,301)	(275,019)	(4,290,997)
EXCESS CARRYOVER	0		0	0%				
GENERAL FUND	33,479,930	26,791,520	6,688,410	26	1	25,286,120	25,835,243	
	29,310,704							

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

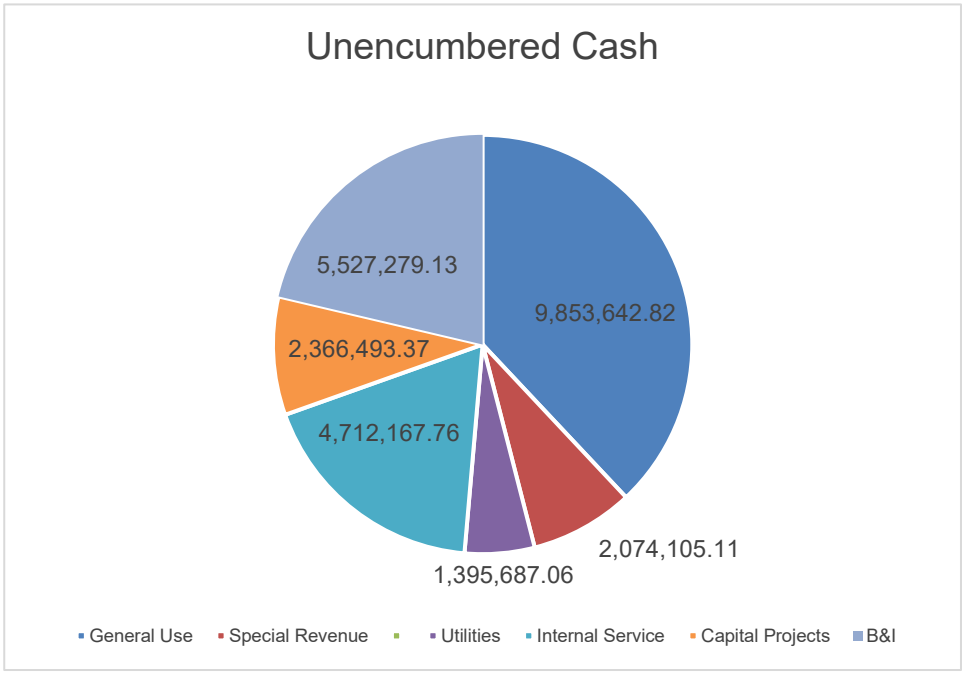
	2025 AMENDED BUDGET	2025 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	3,247,190	1,620,217	1,626,973	50%
ADMINISTRATION	195,939	578,759.75	(382,821)	295%
WATER SERVICE	641,196	492,244.59	148,951	77%
WATER MAINTENANCE	2,179,180	4,588,747.58	(2,409,568)	211%
WATER PLANT	6,116,943	4,757,306.39	1,359,637	78%
WATER STOCK	5,000	0.00	5,000	0%
	12,385,448	12,037,275	348,173	7

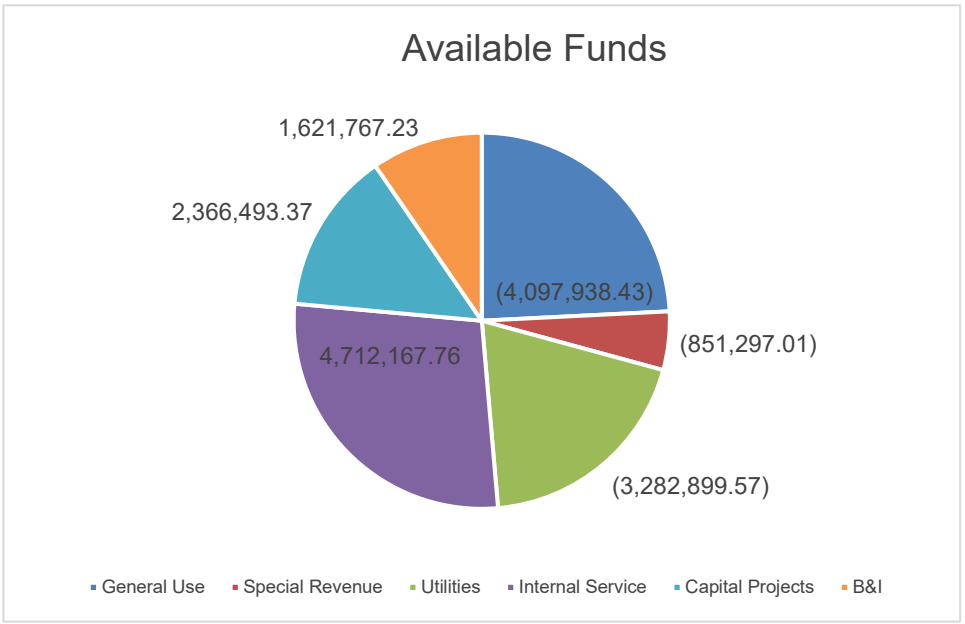
CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of November 30, 2025
EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	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	773,674	49,041	94%
WASTEWATER SERVICE	212,398	190,939	21,459	90%
SEWER MAINTENANCE	2,122,741	1,047,140	1,075,601	49%
SEWER PLANT	3,828,885	2,024,560	1,804,325	53%
	10,082,914	4,845,267	5,237,647	48%

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of November 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	1,161,329	399,598	67%
COLLECTIONS	3,782,145	2,651,531	797,978	70%
TRANSFER STATION	2,643,661	1,672,651	535,461	63%
RECYCLING CENTER	754,712	718,979	221,275	95%
	8,918,676	6,204,490	1,954,312	3


Unencumbered Cash
5,527,279.13
9,853,642.82
2,366,493.37
4,712,167.76
2,074,105.11
1,395,687.06
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I


Available Funds
1,621,767.23
2,366,493.37
(4,097,938.43)
(851,297.01)
4,712,167.76
(3,282,899.57)
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I

City of Emporia

Unencumbered Cash Report

as of November 30, 2025

	Amount	YTD Budget	Difference
101 General Fund	7,072,322.82	7,978,651.25	(906,328.43)
102 Multi Year Fund	2,781,320.00	5,972,930.00	(3,191,610.00)
103 Insurance Reserve	720,022.19	696,065.47	23,956.72
104 Vacant Property Program	1,494.50	-	1,494.50
201 Library Fund	(12,759.79)	-	(12,759.79)
203 Transient Guest Tax Fund	579,365.72	1,086,100.39	(506,734.67)
204 Industrial Fund	27,999.48	25,835.79	2,163.69
205 Economic Sales Tax Fund	826,477.44	1,045,644.43	(219,166.99)
206 Special Alcohol Fund	112,691.81	122,460.12	(9,768.31)
207 Special Park & Recreation Fund	183,249.49	190,821.07	(7,571.58)
208 Special Street Fund	105,208.65	240,873.26	(135,664.61)
209 Drug Money Forfeitures Fund	60,982.03	60,427.70	554.33
210 Storm Water Fund	166,504.09	153,239.36	13,264.73
218 Emergency Shelter Grant Fund	1,989.59		1,989.59
224 Fire Public Education	7,801.58		7,801.58
225 Police Grants Fund	(1,414.58)		(1,414.58)
251 Emporia Homeowner Repair	(122,983.58)		(122,983.58)
252 2014 Housing Rehab	16,900.08		16,900.08
254 2020 CDBG Rehab Grant	1,173.19		1,173.19
260 Land Bank	113,506.41		113,506.41
301 Bond and Interest Fund	5,527,279.13	3,905,511.90	1,621,767.23
305 Equipment Reserve Fund	337,828.08	201,597.42	136,230.66
401 Coronavirus Recovery Grant	-		-
406 Internal Improvement Fund	2,868,712.49		2,868,712.49
407 Rec Center Projects	(33,650.34)		(33,650.34)
409 Water Treatment Plant Improvement	744,751.73		744,751.73
413 Water Main Improvements	(12,900,669.43)		(12,900,669.43)
415 Civic Auditorium Project Fund	217,002.69		217,002.69
423 Airport Improvements Fund	107,753.58		107,753.58
428 Park Improvements Fund	3,788.20		3,788.20
441 Paving Projects Fund	6,576,390.59		6,576,390.59
442 Construction Projects Fund	645,419.96		645,419.96
444 Waste water Improvement	4,136,993.90		4,136,993.90
501 Water Utility Fund	(510,101.57)	(4,474,175.66)	(2,481,875.08)
502 Sewer Fund	408,480.07	430,675.59	(1,010,619.65)
503 Solid Waste Fund	1,497,308.56	2,726,564.04	209,595.16
601 Worker's Comp Fund	2,398,748.76		2,398,748.76
602 Health Care Fund	2,313,419.00		2,313,419.00
708 Fire Insurance Proceeds	7,413.50		7,413.50
	26,988,720.02		

Unencumbered Cash		
General Use	9,853,642.82	38.00%
Special Revenue	2,074,105.11	8.00%
Utilities	1,395,687.06	5.38%
Internal Service	4,712,167.76	18.17%
Capital Projects	2,366,493.37	9.13%
B&I	5,527,279.13	21.32%
	25,929,375.25	
Budget		
General Use	(4,097,938.43)	
Special Revenue	(851,297.01)	
Utilities	(3,282,899.57)	
Internal Service	4,712,167.76	
Capital Projects	2,366,493.37	
B&I	1,621,767.23	

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, November 25, 2025, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also, present were City Manager Cocking, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery. Deputy City Manager Detter was absent.

CITY COMMISSION
(Public Comment)

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments. No comments were made at this time.

CITY COMMISSION
(Board Appointments)

Homelessness Advisory Board:

It was moved by Commissioner Brinkman seconded by Commissioner Sauder that Jami Kauffman and Matthew Lowery be appointed to the Homelessness Advisory Board to fill unexpired terms ending September 9, 2026. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Transient Guest Tax Advisory Board:

It was moved by Commissioner Sauder seconded by Commissioner Smith that Don Loux be appointed to the Transient Guest Tax Advisory Board for a term ending December 31, 2028. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

SANITARY SEWER MAINTENANCE
(Lift Station No. 15 Improvements)
(Bids)

Scott Groggs, Underground Utility Manager, was recognized and addressed the Governing Body. He stated Lift Station No. 15 is located on the east side of Emporia High School and services the restaurants, hotels and businesses around Eagle Crest Dr., W. 18th Avenue and Industrial Road. With the addition of the new hotel/conference center in the potential growth area, the current lift station is undersized and is in need of an upgrade. The equipment was purchased this year, and this final step is to install the new wetwell, equipment and pipe. The budget amount for Lift Station No 15 Improvements is $500,000.00 and funds were authorized in the 2023 bond issue; the total cost of this project is $368,791.00. The bids follow:

BID TABULATION FOR LIFT STATION NO. 15 IMPROVEMENTS

Bidder	**Total Base Bid**
Cardinal Sitework, LLC	***$227,291.00***
Carlson Utility LLC	$292,975.00
Nowak Construction Co, Inc.	$372,419.00
Engineer's Opinion of Probable Cost	$239,975.00

Following review of the bids, Cardinal Sitework, LLC was the lowest responsive bidder. This company has experience of similar projects and provided references of completed jobs in the area. BG Consultants Inc. recommends awarding the bid for Lift Station No. 15 Improvements to Cardinal Sitework, LLC in the amount of $227,291.00.

Commissioner Smith made a motion to award Lift Station No. 15 Improvements contact to Cardinal Sitework LLC in the amount of $227,291.00. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 10-21-25)
(Rezone Property Located at 315 S. Market St.)

The Planning Commission met in a regular session on Tuesday, October 21, 2025, with Chair Rogers presiding. Commissioners Lingenfelter, Ogle, Fowler, Thomas, and Reed were present.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

Chair Rogers called the meeting to order.

Chair Rogers asked for a Moment of Silence in respect of the passing of Commissioner Larry Bucklinger.

2. Planning Commission: Consider PC 2025-11 – A Request for Rezoning of Property Located at 315 S Market.

Chair Rogers asked if proper notice had been given. Givens confirmed that proper notice was provided to the newspaper for the original public hearing date.
Chair Rogers asked if any Commissioners needed to recuse themselves or report any ex-parte communications. **Commissioner Lingenfelter** stated that as a member of the USD 253 School Board she would need to recuse herself from the discussions and left the bench.

No other ex-parte communications or conflict of interests were reported.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2025-11

Applicants: Frontier Development Group

Owners: USD 253

Requested Action: Consider a request to rezone property from Civic Public to Multi-Family

Purpose: The applicants are proposing to convert the former school into 10 or 12 modern living units.

Address: 315 S Market

Legal description: The East 130 feet of Block 2, Potwins Subdivision, (platted in 1879) Emporia, Lyon County, Kansas.

Lot Size: 45,107 sq. ft.

Existing Zoning: Civic Public

Future Zoning in ELC Comp. Plan: Civic Public

Surrounding Zoning:
North Single-Family Detached
East Single-Family Detached
South Single-Family Detached
West Single-Family Detached

Surrounding Actual Uses:
North Single-Family Homes
East Single-Family Homes
South Single-Family Homes / Group Home
West Single-Family Homes

Analysis: The applicant has requested the rezoning to facilitate repurposing the building into multi-family residential units, applying multiple housing grant sources and private equity. The property has been vacant since 2024, when its previous occupants relocated operations. The primary use of the building has been educational or social services in nature.

The applicant has a history of converting shuttered schools into multi-family units and this project would help in creating moderate income housing within the community. It would allow for the adaptive reuse of the building as well as create additional property that could be developed with higher density housing.

Considerations: 9.8.3.a.8. Factors to be Considered for a Rezoning:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change or approval would be consistent with these regulations; **Allowing Multi-Family uses on the property would be consistent with the zoning regulations. There is an established pattern of traffic and more intensive uses within the single-family detached neighborhood as this property was previously a school and used by a social services organization. Allowing multi-family uses would be more in tune with the residential character of the neighborhood.**

2. The character and condition of the neighborhood and its effect on the proposed change; **Staff does not anticipate the allowance of multi-family uses having a negative effect on the character and condition of the neighborhood.**

3. The zoning and uses of properties nearby; **The existing uses are residential in nature, and the proposed rezoning would remove the more commercial type aspects of the civic public use.**

4. The suitability of the subject property for the uses to which it has been restricted; **The property is suited for Civic/Public use, but higher value and more beneficial uses would be allowed if the property were to be rezoned.**

5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Staff does not anticipate any detrimental effects on neighboring property. The allowance of multi-family uses would be in keeping with the residential character of the neighborhood. Staff does not foresee any additional traffic being generated by multi-family uses compared to that of when it was used as school or other civic/public use.**

6. The length of time the subject property has remained vacant as zoned; **The property has remained vacant since the last occupant moved out in 2024. At that time, it was listed by the school district to be sold. There were several inquiries about the property, most of which centered on converting the building to apartments.**

7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **Civic/Public parcel types have the most limited allowed and conditional uses, as these lands are designed for schools and other government buildings. Allowing the property to be rezoned to Multi-Family and not increase the impact of traffic or services within the area. Adaptive reuses such as this are encouraged within the comprehensive plan.**

8. The recommendations of a permanent or professional planning staff; **Staff is supportive of the request.**

9. The conformance of the requested change to Plan ELC; **Plan ELC discusses the need for additional housing that is affordable, and supports the adaptive reuse of existing buildings within the central core of the city. The proposed rezoning would be in line with the comprehensive plan.**

10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications:

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

1) The request is consistent with the Comprehensive Plan;
2) The request conforms to the intent of the Zoning Regulations
3) There would not be a negative impact on the existing neigborhood

Attachments: Aerial Map | Current Zoning Map

The Public Hearing was opened.
No Person Spoke in favor or against the rezoning.
The Public Hearing was closed.
Commissioner Reed asked about future development of the property if it was rezoned to Multi-Family and the building was razed. **Givens** stated that any use which is allowed on the parcel type would be permitted.

Commissioner Fowler made a motion to recommend the approval of the rezoning to the Governing Body based on the finding of fact that; the request is consistent with the Comprehensive Plan, the request conforms to the intent of the Zoning Regulations, and there would not be a negative impact on the existing neighborhood. Commissioner Reed seconded the motion. The motion carried 5-0-1 (Lingenfelter recused).
Commissioner Lingenfelter returned to the bench.

Justin Givens, Planning and Zoning Administrator, was recognized and addressed the Governing Body. He stated the owners of 315 S. Market Street have requested the property be rezoned to Multi-Family to facilitate the redevelopment of the old Kansas Avenue School to apartments. The property is currently zoned Civic/Public (C/P). The rezoning would allow for the redevelopment of the property into approximately 10 – 12 living units as proposed by Frontier Development. Frontier Development has a proven record of redeveloping schools, with a recently completed project in Chase County. At their October 21, 2025, regular meeting, the Planning Commission voted unanimously to recommend rezoning the property as the request is consistent with he Comprehensive Plan, the request conforms to the intent of the Zoning Regulations, and there would be no negative impact on the existing neighborhood.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 10-21-25)
(Rezone Property Located at 315 S. Market St.)
(Ordinance Number 25-29)

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM CIVIC/PUBLIC (CP) PARCEL TYPE TO THAT OF MULTI-FAMILY (MF) PARCEL TYPE AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING, to which the City Clerk assigned Ordinance Number 25-29, was presented to the Governing Body for their consideration.

Commissioner Curtis made a motion to approve Ordinance Number 25-29 amending the parcel type of 315 S. Market Street from Civic/Public (C/P) to Multi-Family (MF). Commissioner Smith seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY COMMISSION
CITY MANAGER'S REPORT
(Financials & Building Permits)

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

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

1. Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	$ 573,850.13	$ 594,550.42	**Increase of $20,700.29** for the month, and Overall increase of 2.88% from year 2024.
YTD	**$ 5,394,613.39**	**$5,554.615.22**	

2. City Share from County Tax

	2024	2025	
	$ 296,127.53	$ 312,212.20	**Increase of $16,084.67** for the month, and Overall increase of 4.33% from year 2024.
YTD	**$2,768,243.32**	**$2,893,554.45**	

Building Permits issued from 10/1/2025 to 10/31/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	51
Total valuations associated with those building permits:	$ 761,075.28
Total number of dollars collected for Building Permit Fees:	$ 4,721.00

Construct – Single-family dwellings	0
Demo – Single-family dwellings	0
Flint Hills Mall CID for October 2025	$ 18,764.07
YTD	**$ 176,664.45**
Pavilions CID for October 2025	$ 17,679.72
CID #2	**$** 17,679.72
YTD	**$ 324,526.64**
Fairview Hotel CID for October 2025	**$** 7,523.50
YTD	**$ 72,712.63**
West Plaza CID for October 2025	**$** 6,643.55
YTD	**$ 89,121.95**

Consent Agenda

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

a. Commission Minutes of the Regular Meeting held on November 5, 2025.

b. Purchase of One LifePak 15 Monitor/Defibrillator.

c. Purchase of Two Mechanical CPR Devices.

d. Purchase of Two PowerPro Cots.

e. CCLIP Geometric Improvements K-99 Highway from Soden's Road to Kansas Avenue Sidewalk Easement Acceptance, Project No. PV2403 KDOT Project No. 56 KA-7274-01.

f. Fourth Amendment to KDHE Agreement for KPWSLF Project No. 2968.

g. Ordinance Number 25-28 for State Revolving Fund Loan Amendment.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN EMPORIA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT, to which the City Clerk assigned Ordinance Number 25-28, was presented to the Governing for their consideration.

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

CITY COMMISSION
(City Manager's Report)

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

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

TENTATIVE AGENDA FOR DECEMBER 17, 2025, MEETING.

- Proclamation Recognizing Human Rights Day in Emporia.
- Public Hearing and Ordinance for Budget Amendments.
- Approve the Contract with Crossland Construction for Fire Station No.2
- Resolution for Remodel of Fire Station No. 2.
- Resolution to Approve Purchase Aerial Fire Truck.
- Resolution for Hazardous Mitigation Plan.
- Resolution to Increase Golf Course Rates.
- Resolution for Compensation Pay Plan for 2026.
- Award Bid for Emporia/Lyon County Transfer Station Tipping Floor.
- Award Bid for Lift Station No. 1
- Issue IRB's for Fairview Hotel & Convention Center.
- Water Treatment Plant Evaluation and Master Plan Amendment.
- Award Industrial Park II Drainage Engineering Services.

- **No Study Session:**

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

Commissioner Sauder made a motion to recess into Executive Session for 10 minutes, inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-

4319(b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume in this room at approximately 11:20 a.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session at 11:20 a.m. this same date, in the City Commission Meeting Room, Commissioner Sauder made a motion to continue the executive session discussion for the reason stated previously with all the same pertinent city staff and resuming the open meeting at approximately 11:26 a.m. Commissioner Curtis seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Curtis, aye; and Mayor Harter, aye. Commissioner Brinkman and Commissioner Smith were not present at the time of the vote.

Upon reconvening the meeting in Regular Session at 11:26 a.m., this same date, in the City Commission Meeting Room, Mayor Harter stated they had consultation with the City Attorney regarding a legal matter. He stated during executive session the Governing Body received information about the National PFAS Multidistrict Litigation and proposed retainer agreement with Perry and Trent, LLS and Stag Luizza. Participating in this process would allow the City to conduct no-cost eligibility testing and determine whether the City may qualify for potential settlement funds available to public water systems nationwide.

Commissioner Smith asked City Manager Cocking to explain what this is for the general public.

City Manager Cocking briefly explained the testing for contaminates to our water source, and how this national PFAS Settlement may offer settlement funds for our water source depending on flow rates and test results. Previous testing shows our water source to be below contaminated levels.

Commissioner Curtis made a motion to approve Resolution Number 3778 authorizing the Mayor to execute the retainer agreement with Perry and Trent, LLC and Stag Liuzza for representation related to PFAS testing and participation in the associated multidistrict litigation. Commissioner Smith seconded the motion. The vote follows:

Commissioner Curtis, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

Commissioner Sauder made a motion to recess into Executive Session for 30 minutes, inviting pertinent city staff to conduct an annual performance evaluation. The justification for executive session is provided by K.S.A. 75-4319(b)(1) to protect the privacy of the employee's personnel record. The open meeting will resume in this room at approximately 12:00 p.m. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session at 12:00 p.m., this same date, in the City Commission Meeting Room, Mayor Harter stated they had discussed an annual performance evaluation with the following action.

Commissioner Brinkman made a motion authorizing the Mayor to sign an updated employment agreement with the City Manager. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

Commissioner Sauder made a motion to recess the meeting until 12:15 p.m. to Conference Room 1AB. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; and Commissioner Curtis, aye. Commissioner Smith and Mayor Harter, aye.

The following items were discussed at the Study Session:

1. Mobile Food Vendor Licensing.
2. Fats, Oils, and Grease (FOG) Program.
3. **2025 Emergency Shelter Grant Agreement.**

   Jeff Lynch, Community Development Coordinator, stated the two local agencies, Bloom House Youth Services, Inc. and S.O.S., Inc., provide assistance to local people who are homeless or at risk of being homeless and have applied for funding. The City has administered this type of assistance for many years to our local agencies. The City fulfills the role of a pass-thru recipient. The funding source is HUD and funds are allocated statewide by the

Kansas Housing Resources Corporation. No city funds are required. The grant request was approved for $24,734 in program funds, and an additional $668 administrative funding for the City. Staff recommend approval and authorize the Mayor to execute all related documents.

Commissioner Smith made a motion to approve the 2025 Emergency Solutions Grant and authorize the Mayor to execute all related documents. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

4. Arial Fire Truck.

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

_____
Erren Harter, Mayor

ATTEST:

_____
Kerry Sull, City Clerk

Title: Year End Charge offs

Agenda Date: December 17, 2025

Presented By: Janet Harrouff, Director of Finance

Background:
Annually, the City adjusts the uncleared checks, utility accounts, accounts receivable, and ambulance accounts that have been delinquent for 2 years in the accounting records.

Discussion:
All of the account balances are still owed, and active collection efforts continue to be made to collect the debts. The check amounts are sent to the Kansas unclaimed property if not cashed within 5 years.

Financial considerations:
None

Recommended action:
Approve 2025 year-end charge-offs.

Attachments:
Charge Off Report
AR Charge Off
Checks Charge Off
Utility Bad Debts Charge Offs 2025

Title:	Ordinance No. 25-32 Vacating Certain Utility Easements within the City of Emporia
Agenda Date:	December 17, 2025
Presented By:	Justin Givens, Planning & Zoning Administrator

Background:
Walmart has submitted plans for the expansion of the existing building. The plans call for additional space to be built on the south side of the property to expand the online shopping area. Additionally, Walmart will be making improvements to the south parking lot to better facilitate the online shopping parking area.

The expansion necessitates the vacation of two easements and the relocation of an existing gas line that serves adjacent properties. Walmart is in the process of working with Kansas Gas Service on the relocation of the gas line, and a new easement will be granted for said relocation.

The Planning Commission, at their November 18, 2025, meeting, made a unanimous recommendation for vacating the easement to the City Commission. The recommendation is contingent upon Walmart filing with the Lyon County Register of Deeds a new easement for the relocated gas line.

Discussion:
The Planning Commission's recommendation came subject to a sufficient easement being recorded with the Lyon County Register of Deeds for a new easement for the gas line. Once the easement has been recorded, staff will publish the ordinance if approved.

The Governing Body, when considering a recommendation from the Planning Commission on a Vacation Request may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:
The cost of publishing the ordinance is borne by the city. Any costs associated with the relocation of the gas line and filing of the easement are borne by the Applicant.

Recommended action:
Approve Ordinance No. 25-32 Vacating Certain Utility Easements within the City of Emporia

Attachments:
Ordinance No. 25-32 Vacating the Easements
Excerpt of Minutes from November 18, 2025, Planning Commission Meeting
Aerial Map
Easement Exhibit

ORDINANCE NO. 25-32

AN ORDINANCE VACATING CERTAIN EASEMENTS IN THE CITY OF EMPORIA, KANSAS.

WHEREAS, A Petition was filed by Wal-Mart Real Estate Business Trust with the Emporia-Lyon County Metropolitan Area Planning Commission requesting vacation of certain described easements; and

WHEREAS, A Public Hearing was conducted concerning the request for vacation; and

WHEREAS, no written objection was filed with the City Clerk at the time of or before the Public Hearing by an owner or adjoining owner who would be a proper party to the Petition, but has not joined therein;

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

SECTION 1. The following-described utility easements are hereby ordered vacated:

Easement #1: A portion of a 10-foot-wide utility easement as recorded in Volume 455 Page 175 in the Office of the Lyon County, Kansas Recorder of Deeds, being part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 11 East of the 6th P.M., and also lying north of and adjoining the north line of Lot 2, Block 1 of Eaglecrest Fourth Subdivision, as per plat of record in Plat Book 6, Pages 38-39 in said Recorder's Office, being more fully described as follows:

Commencing at the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°46'10"E 10.00 feet to the Point of Beginning; thence continuing on said north line N88°46'10"E 272.00 feet; thence leaving said north line N01°13'50"W 10.00 feet; thence on a line 10 feet north of and parallel to said north line S88°46'10"W 272.00 feet; thence S01°13'50"E 10.00 feet to the Point of Beginning.

Easement #2: A portion of a 15-foot-wide utility easement as recorded in Volume 511 Page 616 in the Office of the Lyon County, Kansas Recorder of Deeds, being part of the North 15 feet of Lot 2, Block 1 of Eaglecrest Fourth Subdivision, as per plat of record in Plat Book 6, Pages 38-39 in said Recorder's Office, being more fully described as follows:

Commencing at the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°46'10"E 10.00 feet to the Point of Beginning; thence continuing on said north line N88°46'10"E 272.00 feet; thence leaving said north line S01°13'50"E 15.00 feet; thence on a line 15 feet south of and parallel to said north line S88°46'10"W 272.00 feet; thence N01°13'50"W 15.00 feet to the
Point of Beginning.

SECTION 2. This ordinance shall take effect upon the satisfactory filing with the Lyon County Register of Deeds a separate easement for the relocation of the existing gas line, and publication in the official city newspaper.

PASSED AND APPROVED this 17th day of December 2025.

_____
ERREN HARTER, Mayor

ATTEST:

_____
KERRY SULL, City Clerk

EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION / BOARD OF ZONING APPEALS
EXCERPT OF MINUTES OF NOVEMBER 18, 2025
REGULAR MEETING

The Planning Commission met in a regular session on Tuesday, November 18, 2025, with Chair Rogers presiding. Commissioners Lingenfelter, Ogle, Fowler, Thomas, and Reed were present.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

Chair Rogers called the meeting to order.

2. Planning Commission: Consider PC 2025-13 – A Request for the Vacation of Utility Easements at 2301 Industrial Road.

Chair Rogers asked if proper notice had been given. **Givens** confirmed that proper notice was provided.

Chair Rogers asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No ex-parte communications or conflict of interests were reported.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2025-13

Applicants: BFA, Inc. (agents)
Walmart Real Estate Business Trust (owners)

Requested Action: Vacate a Utility Easement

Purpose: Applicants desire to vacate a 10 ft. and 15 ft. Utility Easement on private property.

Address: 2301 Industrial Road.

Legal Description:
Easement #1: A portion of a 10-foot-wide utility easement as recorded in Volume 455 Page 175 in the Office of the Lyon County, Kansas Recorder of Deeds, being part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 11 East of the 6th P.M., and also lying north of and adjoining the north line of Lot 2, Block 1 of Eaglecrest Fourth Subdivision, as per plat of record in Plat Book 6, Pages 38-39 in said Recorder's Office, being more fully described as follows:

Commencing at the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°46'10"E 10.00 feet to the Point of Beginning; thence continuing on said north line N88°46'10"E

272.00 feet; thence leaving said north line N01°13’50”W 10.00 feet; thence on a line 10 feet north of and parallel to said north line S88°46’10”W 272.00 feet; thence S01°13’50”E 10.00 feet to the Point of Beginning.

Easement #2: A portion of a 15-foot-wide utility easement as recorded in Volume 511 Page 616 in the Office of the Lyon County, Kansas Recorder of Deeds, being part of the North 15 feet of Lot 2, Block 1 of Eaglecrest Fourth Subdivision, as per plat of record in Plat Book 6, Pages 38-39 in said Recorder’s Office, being more fully described as follows:

Commencing at the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°46’10”E 10.00 feet to the Point of Beginning; thence continuing on said north line N88°46’10”E 272.00 feet; thence leaving said north line S01°13’50”E 15.00 feet; thence on a line 15 feet south of and parallel to said north line S88°46’10”W 272.00 feet; thence N01°13’50”W 15.00 feet to the Point of Beginning.

Lot Size: 17.7 acres

Existing Zoning: Flex-Use Low

Future Zoning in ELC Comp. Plan: N/A

Analysis: The applicants have requested the vacation of two utility easements that sit adjacent to one another south of the existing Walmart building. The vacation of the easements is necessary to facilitate the expansion to the south of the existing building.

The easements are wholly located on Walmart property, but a gas line, which serves neighboring properties is located within one of the easements. The applicant is working with KGS to reroute the gas line, and will be required to provide a replacement easement prior to abandonment of the line and expansion of the building. That easement will most likely also be located on Walmart property. KGS Staff and Walmart representatives are currently in the process of finalizing the relocation and new easement.

A private water line resides in the second easement, that line will need to be relocated as well, but does not serve any other property owners and is a private fire line for Walmart and therefore a replacement easement is not necessary.

Staff is recommending that the vacation approval be contingent upon a revised easement being provided for the relocated line.

Considerations:

The Utility Advisory Board members received notices of the vacation request. Kansas Gas Service was the only utility which was impacted and is working with the applicant to re-route the existing gas line and secure a substitute easement.

Neighborhood Communications: The only property owner affected by the relocation is the applicant. Public Notice was placed in the official newspaper and no comments or objections have been received.

Recommendation: Staff recommends the Planning Commission forward a recommendation to approve the vacation to the Governing Body contingent upon a substitute easement being filed with the Lyon County Register of Deeds, based upon a finding that;

1. Due and Legal Notice has been given – the applicant's property abuts both sides of the easement and is the only party affected by the vacation. A notice was also provided in the official newspaper as prescribed by law.

2. No private rights will be injured or endangered – the vacation will allow for Walmart to expand and develop within the existing easements.

3. The public will suffer no loss or inconvience – The applicants will be required to provide a substitue easement for the relocation of the gas line and any costs assoicated with the relocation of the line would be at the owners expense.

The Public Hearing was opened.

Rick Rohllfing, BFA Engineering, Applicant's Agent, spoke on behalf of the request. Rohlfing stated that they were in agreement with the condition of the substitute easement being in place before finalizing the vacation, and were in the process of working with Kansas Gas Service on determining the proper location for the easement.

No person spoke against the Easement Request.

The Public Hearing was closed.

After a brief discussion;

Commissioner Fowler made a motion to recommend approval of the vacation subject to a separate easement being recorded. Commissioner Thomas seconded the motion. The motion carried 6-0.

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

Respectfully Submitted,

_____
Justin Givens, Secretary

Walmart Easement Vacation
Aerial Photo



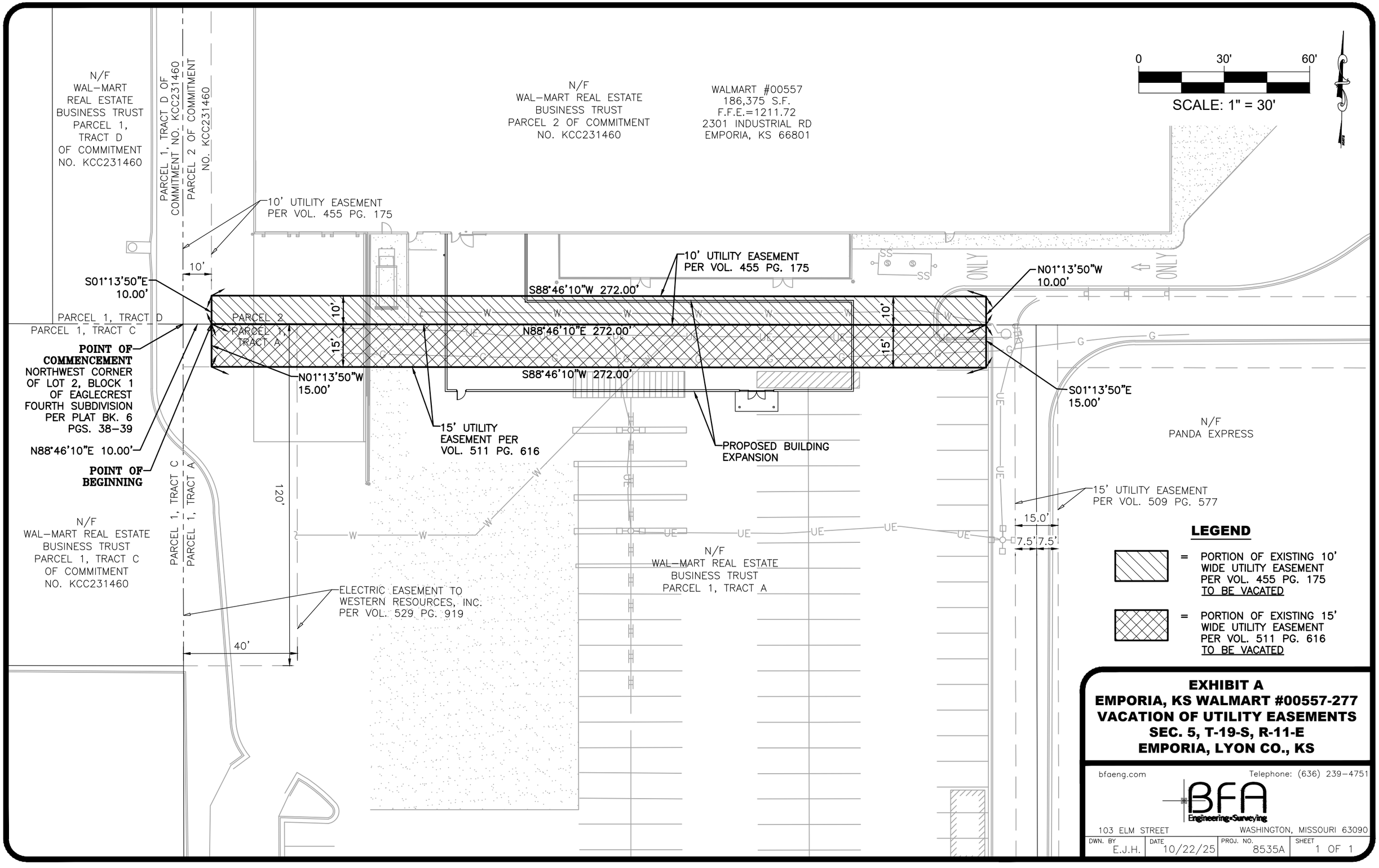


EXHIBIT A
EMPORIA, KS WALMART #00557-277
VACATION OF UTILITY EASEMENTS
SEC. 5, T-19-S, R-11-E
EMPORIA, LYON CO., KS

bfaeng.com
Telephone: (636) 239–4751
BFA Engineering•Surveying
103 ELM STREET
WASHINGTON, MISSOURI 63090

DWN. BY	DATE	PROJ. NO.	SHEET
E.J.H.	10/22/25	8535A	1 OF 1

Title:	Resolution No. 3779 for Official Boundary List
Agenda Date:	December 17, 2025
Presented By:	James Ubert, City Engineer

Background:

Current City Area: 8056.82. acres or 12.6 square miles

Discussion:

Annexed Properties:

1002 Trusler Road – 2 acres
4500 W 18th – 41.84 acres

Total Acres to be annexed into City Limits: 43.84 acres or 0.069 square miles

New City Limit Area: 8100.66 acres or 12.65 square miles

Financial considerations:

N/A

Recommended action:

Approve Resolution No. 3779 for Official Boundary List

Attachments:

Resolution and Map

RESOLUTION NUMBER 3779

A RESOLUTION DESIGNATING THE BOUNDARY OF THE CITY OF EMPORIA, KANSAS; REPEALING RESOLUTION NUMBER 3747.

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

SECTION 1. The boundary of the City of Emporia, Kansas, shall be as hereinafter designated, to wit:

Beginning At A Point On The South Line Of Section 15, Township 19 South, Range 11 East Of The 6th P.M., In Lyon County, Kansas, Said Point Being The Intersection Of The Center Line Of The Cottonwood River And The Said South Line Of Section 15; Thence West On The South Line Of The Southwest Quarter Of Section 15, Township 19S, Range 11E To The Southwest Corner Of Section 15, And The Southeast Corner Of Section 16; Thence West On The South Line Of Section 16 To The Present Low Water Mark On The West Bank Of The Cottonwood River; Thence In A Northeasterly And Easterly Direction Following The Low Water Mark On The North And West Bank Of Said Cottonwood River To The East Line Of Section 16, To A Point 2215 Feet, More Or Less, South Of The Northeast Corner Of The Southeast Quarter Of Section 16; Thence North 313 Feet More Or Less Along The East Line Of Section 16; Thence West 140 Feet; Thence North 65 Feet; Beginning At The Southeast Corner Of Said Lot 1;
Thence N. 88°34'59" E. (Basis Of Bearings) On An Extension Of The East Line Of Said Lot 1 For 15.00 Feet To An Iron Pin With Ps 1368 Id Cap: Thence S. 01°01'50" E. Parallel With The East Line Of Said Riverside Addition And The West Line Of A Previously Described Tract For 71.90 Feet To An Iron Pin With Ps 1368 Id Cap And The North Line Of A Previously Described Tract; Thence S. 88°58'10" W. At Right Angles, On Said North Line For 125.00 Feet And Being Marked By An Iron Pin With Ps 1368 Id Cap; Thence N. 01°01'50" W. Parallel With The East Line Of Said Riverside Addition For 71.06 Feet To The South Line Of Lot 2 In Said Riverside Addition;
Thence N. 88°34'59" E. On The South Line of Said Lots 1 And 2 For 110.00 Feet to The Point of Beginning.
Thence East 125 Feet; Thence North 71.91 Feet; Thence S88º34’59”W 425 Feet; Thence S01º01’50”E 30 Feet; S88º34’59”W 140 Feet; Thence S01º01’50”E 40 Feet; Thence S88º34’59”W 105 Feet; Thence N57º40’13”W 257.41 Feet; Thence N01º01’50”W 107 Feet; Thence West On A Line Parallel To The North Line Of Said Quarter 420 Feet; Thence North 330 Feet; Thence West On A Line Parallel To The North Line Of The Southeast Quarter, Section 16, Township 19S, Range 11E To The Southeast Corner Of Skinner’s Addition, Said Corner Being A Point In The South Line Of The North Half Of The Southeast Quarter Of Section 16; Thence West On Said Line To The Southwest Corner Of Stannard’s Addition; Thence Continuing West On The South Line Of The North Half Of The South Half Of Section 16, Township 19S, Range 11E, To The Southwest Corner Of The Northeast Quarter Of The Southwest Quarter Of Said Section 16; Thence North Along The West Line Of Said Quarter Quarter To A Point 230 Feet South Of The Northwest Corner Of The Northeast Quarter Of The Southwest Quarter Of Section 16; Thence West On A Line 230 Feet South Of And Parallel To The North Line Of The Southwest Quarter Of Said Section 16 1020.91 Feet; Thence S00º03’57”W (West Line Of Said Southwest Quarter Assumed North) A Distance Of 444.56 Feet; Thence S89º14’33”W A Distance Of 74.61 Feet; Thence South On A Line 230 Feet East Of And Parallel To The West Line Of Said Quarter 121.55 Feet; Thence West On A Line Parallel To The North Line Of Said Quarter 200 Feet, Said Point Being The East Right-Of-Way Line Of Prairie Street; Thence North On Said East Line 295 Feet, Said Point Being 500 Feet South Of And 30 Feet East Of The Northwest Corner Of Said Southwest Quarter Of Section 16; Thence Northeasterly To A Point 425 Feet South Of And 50 Feet East Of Said Northwest Corner; Thence Northerly To A Point 200 Feet South Of And 60 Feet East Of Said Northwest Corner; Thence North 70 Feet To A Point 130 Feet South Of And 60 Feet East Of Said Northwest Corner; Thence Northeasterly 57 Feet To A Point 75 Feet East Of And 75 Feet South Of The Northwest Corner Of The Southwest Quarter; Thence North To A Point 75 Feet East Of And 75 Feet North Of The Southwest Corner Of The Northwest Quarter Of Section 16; Thence S89º59'55"E 345 Feet; Thence Northwesterly 124.64 Feet Along An Arc With A Radius Of 260.99 Feet And A Chord Of 123.46 Feet Bearing N16º19'03"W; Thence N29º59'55"W 163.62 Feet; Thence Northerly 63.34 Feet Along An Arc With A Radius Of 120.99 Feet And A Chord Of 62.62 Feet Bearing N15º00'05"W; Thence N00º00'15"W 183.42 Feet; Thence Northwesterly 135.58 Feet Along An Arc With A Radius Of 165.49 Feet And A Chord Of 131.82 Feet Bearing N23º28'33"W; Thence S89º59'55"E 1094.16 Feet To The East Line Of The Southwest Quarter Of Said Northwest Quarter Of Section 16; Thence North On The Said Quarter Quarter Section Line To The North Line Of The Atchison, Topeka, And Santa Fe Railway Company Right-Of-Way; Thence West 1.25 Miles On The North Line Of The Atchison, Topeka, And Santa Fe Railway Company Right-Of-Way To A Point Approximately 254 Feet East Of The West Line Of Section 17, Township 19S, Range 11E; Thence In A Northwesterly Direction Along A 269.9 Feet Radius To A Point 971.3 Feet South And 60 Feet East Of The Northwest Corner Of The Northwest Quarter Of Said Section 17; Thence North To A Point 727.4 Feet South And 60 Feet East Of Said Northwest Corner; Thence Northerly 100 Feet To A Point 629 Feet South And 78 Feet East Of Said Northwest Corner; Thence North 596 Feet To A Point On The

South Road Right-Of-Way Line Of West 6th Avenue, Said Point Being 33 Feet South And 78 Feet East Of The Northwest Corner Of Section 17, Said Corner Also Being The Northeast Corner Of Section 18; Thence Westerly Along Said South Road Right-Of-Way Line To The Intersection With The West Railroad Right-Of-Way Line Of The BNSF North Spur; Thence Southerly Along Said Railroad Spur Right-Of-Way Line To The North Right-Of-Way Line Of The BNSF Railroad Main East-West Line; Thence Westerly Along Said North Railroad Main Line Right-Of-Way To The Intersection With The West Line Of The Northeast Quarter Of The Northeast Quarter Of Section 18; Thence Westerly Along Said North Railroad Right-Of-Way 503 Feet; Thence N00º35'15"E 1119.55 Feet To The South Road Right-Of-Way Line Of West 6th Avenue; Thence Westerly Along Said South Road Right-Of-Way Line To The Intersection With The West Line Of The Northeast Quarter Of Section 18; Thence Continuing West Into The Northwest Quarter Of Section 18 To A Point 33 Feet South And 30 Feet West Of The Northwest Corner Of Said Northeast Quarter; Thence Northerly 693 Feet Along A Line 30 Feet West Of And Parallel To The East Line Of The Southwest Quarter Of Section 7; Thence S89º17'26"W 690 Feet; Thence S00º41'59"W 660 Feet; Thence S89º17'26"W 555.80 Feet To The Southwest Corner Of The East Half Southwest Quarter; Thence N01º02'56"E 1309.33 Feet; Thence N01º51'55"E On Said West Line 658 Feet; Thence N89º24'37"W 117.06 Feet To The Southeast Right-Of-Way Line Of The Kansas Turnpike Authority; Thence N29º49'39"E Along Said Kansas Turnpike Authority Right-Of-Way Line 450.7 Feet; Thence N07º55'46"E 208.5 Feet To The South Right-Of-Way Line Of US Highway 50; Thence S89º30'00"E To The Southeast Right-Of-Way Line Of The Kansas Turnpike Authority; Thence Northeasterly Along Said Southeast Right-Of-Way Line Of The Kansas Turnpike Authority To The South Right-Of-Way Line Of 18th Avenue Thence S89º11'27"W 99.0 Feet; Thence N29º03'22"E 69.19 Feet; Thence N89º11'27"E 99.0 Feet To The East Kansas Turnpike Authority Right-Of-Way; Thence Northeasterly 1.15 Miles Along Said Kansas Turnpike Authority East Right-Of-Way Line To Its Intersection With A Line 30 Feet North Of The South Line Of Section 32, Township 18 South, Range 11E; Thence East Along The Right-Of-Way Line Of 30th Avenue To A Point 1371.51 Feet East Of And 30 Feet North Of The Southwest Corner Of Said Section 32; Thence N01º32'09"E For A Distance Of 890.11 Feet To The Kansas Turnpike Right-Of-Way; Thence Northeasterly Along The East Right-Of-Way Of The Kansas Turnpike For A Distance Of 549.09 Feet; Thence; Thence S01º31'38"E For A Distance Of 1277.38 Feet; Thence East On A Line 30 Feet North Of And Parallel To The Said South Line Of Said Section 32 To A Point 17 Feet East Of The Southwest Corner Of The Southeast Quarter Of Said Section; Thence N00º07'45"W And Parallel To The West Line Of Said Quarter Section 915 Feet; Thence S89º52'15"W For A Distance Of 20 Feet; Thence N15º34'18"W For A Distance Of 187.78 Feet; Thence N00º07'45"W For Distance Of 182 Feet; Thence N89º52'15"E For A Distance Of 70 Feet; Thence N00º07'45"W For A Distance Of 22 Feet; Thence N34º22'15"E 122 Feet; Thence N05º07'45"W 86 Feet; Thence N36º07'45"W 103.75 Feet; Thence N00º11'52"W 520.96 Feet To The Kansas Turnpike Authority Right-Of-Way; Thence N45º08'35"E Along Said Right-Of-Way 191.24 Feet; Thence S15º32'45"E 313.99 Feet; Thence S44º17'23"E 560.78 Feet; Thence S89º34'38"W 163 Feet; Thence S01º07'33"E 1517.66 Feet To A Point On The North Line Of 30th Avenue, Said Point Being 30 Feet North Of And 490.42 Feet East Of The Southwest Corner Of The Southeast Quarter Of Section 32; Thence East 1358.5 Feet On A Line 30 Feet North Of And Parallel To The Said South Line To A Point 789.8 Feet West Of The East Line Of Section 32; Thence N01º03'52"W 284.01 Feet; Thence N01º50'16"E 120.0 Feet; Thence N07º27'09"E 123.0 Feet; Thence N01º02'00"E 44.0 Feet; Thence S87º42'40"W 50.0 Feet; Thence N10º58'58"W 82.0 Feet; Thence N16º20'20"W 107.0 Feet; Thence N88º22'00"E 355.60 Feet; Thence North On A Line Parallel To The East Line Of Said Section To The Center Of The Channel Of The Neosho River; Thence Meandering Along The Center Of Said Channel Of Said River And In A Northerly Direction To A Point On The North Line Of The Southeast Quarter Of The Southeast Quarter Of Said Section; Thence East Along Said North Line To A Point 30 Feet West Of The Northeast Corner Of Said Quarter; Thence South Along A Line 30 Feet West Of And Parallel To The East Line Of Said Section 32, To A Point 300 Feet North Of The South Line Of Said Section 32; The Same Being The West Line Of Section 33; Thence East 279.63 Feet; Thence S00°26'36"E For A Distance Of 300 Feet To The South Line Of Said Section 33, The Same Being The North Line Of Section 4, Township 19S, Range 11E; Thence S89º16'28"E 45.37 Feet; Thence S29º26'38"E 357.37 Feet; Thence S89º16'28"E 91.43 Feet; Thence N10º43'30"E 28.93 Feet; Thence N58º06'00"E 253.67 Feet; Thence S89º16'28"E 408.1 Feet; Thence S68º26'00"E 575.25 Feet; Thence S00º27'48"W 387.74 Feet; Thence S50º00'00"E 110.22 Feet; Thence S89º16'28"E 300 Feet; Thence S50º00'00"E 68.3 Feet; Thence S89º16'28"E 86.7 Feet; Thence N00º27'48"E To The Center Of The Neosho River; Thence Continuing Down The Center Of The Neosho River In All Its Meanderings To A Point 1180 Feet North Of And 920 Feet West Of The Southeast Corner Of The Northeast Quarter Of Section 4; Thence In A Southeasterly Direction Approximately 570 Feet To A Point In The Center Of The Neosho River Located 900 Feet North Of And 450 Feet West Of The Southeast Corner Of The Northeast Quarter Of Section 4; Thence Following Downstream Along The Center Of The Neosho River To A Point On The East Line Of Said Section, Said Point Being 140 Feet More Or Less South Of The Northeast Corner Of The Southeast Quarter Of Said Section 4, Said East Line Being The Same As The West Line Of The Southwest Quarter Of Section 3, Township 19 South, Range 11 East Said Point Being 2478 Feet North Of The Southwest Corner Of Said Quarter Section, Said West Line Having An Assumed Bearing Of S1º19'W; Thence Down The Center Of The Neosho River To A Point 485.1 Feet East And 293.7 Feet South Of The Northwest Corner Of Said Quarter Section;

Thence On An Assumed Bearing Of N40º35'E 162.1 Feet To A Point 587.7 Feet East And 168.2 Feet South Of Said Northwest Corner; Thence S71º40'E 572 Feet; Thence On A Curve Of 487.28 Feet, Radius To The Left An Arc Distance Of 489 Feet With A Chord Which Bears N79º35'E 468.8 Feet; Thence N50º50'E 99.2 Feet; Thence S29º10'E To The Center Of The Neosho River; Thence Down The Center Of Said River To A Point On The North Line Of The Southwest Quarter, Said Point Being 571 Feet More Or Less From The Northeast Corner Of The Southwest Quarter Of Said Section 3; Thence Continuing Down The Center Of Said River In The Northwest Quarter Of Section 3 To A Point On The East Line Of The Northwest Quarter, Said Point Being 377 Feet More Or Less North Of The Southeast Corner Of The Northwest Quarter Of Said Section 3; Thence Continuing Down The Center Of The Neosho River Into The Northeast Quarter Of Said Section 3 To A Point On The South Line Of Said Northeast Quarter; Thence Continuing Down The River As Acquired In Lyon County District Court Condemnation Case No. 22795 And Case No. 22582 In The Southeast Quarter Of Said Section 3 To The West Line Of Said Quarter Section 3; Thence S35º27'E 805 Feet More Or Less To The Center Of The Original Channel Of The Neosho River; Thence Along The Center Of The Original Channel Of The Neosho River, On A Curve To The Left Having A Radius Of 559.07 Feet With A Chord That Bears N60°44'39"E For An Arc Distance Of 150.72 Feet; Thence Continuing Along The Center Of The Original Channel Of The Neosho River, N42°27'29"E For A Distance Of 97.73 Feet; Thence Continuing Along The Center Of The Original Channel Of The Neosho River, On A Curve To The Right Having A Radius Of 238.44 Feet With A Chord That Bears S89°05'26"E For An Arc Distance Of 260.32 Feet; Thence Continuing Along The Center Of The Original Channel Of The Neosho River, S55°12'59"E For 84.21 Feet; Thence Continuing Along The Center Of The Original Channel Of The Neosho River, On A Curve To The Right Having A Radius Of 475.41 Feet With A Chord That Bears S36°20'39"E For An Arc Distance Of 261.39 Feet, More Or Less, To The Center Of The Existing Channel Of The Neosho River; Thence Down The Center Of The Existing Channel Of The Neosho River To The North Line Of The Southeast Quarter Of Said Section 3; Thence N88°50'14"E Along The North Line Of Said SE¼ For A Distance Of 358 Feet, More Or Less, To The Northeast Corner Of Said SE¼; Thence S01°32'08"E Along The East Line Of Said SE¼ For A Distance Of 791 Feet, More Or Less, To The Center Of The Existing Channel Of The Neosho River; Thence Southerly Along The Center Of The Existing Channel Of The Neosho River To A Point On The East Line Of Said SE¼, Said Point Being 743 Feet, More Or Less, North Of The Southeast Corner Of The SE¼ Of Said Section 3; Thence S01°32'08"E Along The East Line Of Said SE¼ For A Distance Of 743 Feet, More Or Less, To Southeast Corner Of Said Section 3 Being The Same As The Northwest Corner Of The Northwest Quarter Of Section 11; Thence East To A Point 1321.45 Feet West Of The East Line Of Said Northwest Quarter; Thence South To The North Line Of The South Half Of The Northwest Quarter Of The Northeast Quarter Of The Northwest Quarter Of Said Section 11; Thence East 659 Feet, More Or Less, To The Center Line Of Whittier Street; Thence Continuing East 30 To The Northwest Corner Of Lot 14, Goodrich Subdivision; Thence Continuing East Along The North Line Of Said Lot 14 To The Northeast Corner ; Thence South Along The East Line To The Southeast Corner Of Said Lot; Thence West Along The South Line To The Southwest Corner Of Said Lot; Thence South To The Northwest Corner Of Sunflower Meadows Addition; Thence Easterly To A Point Located S00º18'40"E 826.49 Feet From The Northeast Corner Of The Northwest Quarter Of Section 11; Thence N89º06'36"E 1863.63 Feet; Thence S00º26'40"E 350 Feet; Thence S46º06'00"W 650 Feet; Thence N36º44'46"W 870.18 Feet; Thence S89º06'36"W To The East Line Of The Burlingame Road Right Of Way Approximately 830.85 Feet; Thence South Along The East Right Of Way Line Of Burlingame Road, Said Line Being That Acquired In Lyon County District Court Condemnation Case No. 22795 And Case No. 25582 (I-35 Highway Bypass); Thence Continuing Along The North Right Of Way Of Said I-35 Highway Bypass To A Point 1640 Feet North Of The Southwest Corner Of Northeast Quarter Of Said Section 11; Thence S88º50'E 40 Feet; Thence S1º10'E 862 Feet; Thence S68º57'E 938.6 Feet; Thence S80º57'E 940.3 Feet To The Northerly Right-Of-Way Of The ATSF Railway; Thence Continuing Southeasterly To A Point On The Southerly Right-Of-Way Line Of The ATSF Railway; Thence S80º57'E 577 Feet More Or Less To A Point 188.6 Feet North Of The Southwest Corner Of The Northwest Quarter Of Said Section 12, Said West Line Having An Assumed Bearing Of N1º1'E; Thence North Along Said West Line 27.7 Feet To A Point 216.5 Feet North Of Said Southwest Corner Of Said Northwest Quarter Of Section 12; Thence S73º3'E 176.92 Feet To A Point 170 Feet East Of Said West Line Of Said Section 12; Thence South Parallel With The Said West Line 349.32 Feet To A Point In The Southwest Quarter Of Said Section 12, Said Point Being 170 Feet East And 181.84 Feet More Or Less South Of The Northwest Corner Of Said Southwest Quarter Of Said Section 12; Thence South On A Line Parallel To And 150 Feet East Of The East Line Of Weaver Street, To A Point 726 Feet North Of The South Line Of Section 12; Thence East To A Point 330 Feet East Of The West Line Of Said Section 12; Thence North 264 Feet; Thence East 20 Feet; Thence North 330 Feet; Thence East 640 Feet; Thence South On A Line 990 Feet East Of And Parallel To The West Line Of Said Section 12 To A Point 990 Feet East Of And 371 Feet North Of The Southwest Corner Of Said Section; Thence East 330 Feet; Thence North Parallel With The East Line Of Said Southwest Quarter Of Said Section 12 A Distance Of 563.8 Feet To The South Line Of 50 Highway; Thence Northeasterly Along The South Line Of The Highway 50 Right-Of-Way To A Point 670.85 Feet West Of The East Line Of Said Southwest Quarter Of Said Section 12; Thence South Parallel With The East Line Of Said Southwest Quarter Of Said Section 12 To A Point On The North Right-Of Way Line Of E. 6th Avenue, Said Point Being 670.85 Feet West Of The Southeast Corner Of The Southwest Quarter

Of Said Section 12; Thence East On The North Line Of 6th Avenue To A Point 400 Feet East Of The West Line Of The Southeast Quarter Of Said Section 12; Thence South 33 Feet To The South Line Of Said Southeast Quarter; The Same Being The North Line Of The Northeast Quarter Of Section 13; Thence South 50 Feet; Thence Using State Plane Coordinates N89º04'28"E, Parallel To And 50 Feet South Of The North Line Of Northeast Quarter Of Section 13 135 Feet; Thence S07º38'00"W 319.04 Feet; Thence S55º04'20"W 62.3 Feet; Thence S19º58'08"W 134.49 Feet; Thence S75º53'58"E 178.05 Feet; Thence S06º36'45"E 144.47 Feet; Thence S12º40'48"W 228.56 Feet; Thence N63º10'24"W 210 Feet; Thence N82º35'06"W 150.68 Feet; Thence N72º37'51"W 60.87 Feet; Thence N82º05'19"W 126.65 Feet To A Point On The West Line Of The Northeast Quarter Of Section 13, Said Point Being S01º07'32"E Based On State Plane Coordinates 779.83 Feet From The Northwest Corner Of The Northeast Quarter Of Section 13; Thence N01º07'32"W 167.81 Feet; Thence S33º48'40"W, Using Bearings From Belmont Mobile Home Park Layout 215.86 Feet; Thence S51º31'53"W 180.6 Feet; Thence N45º00'00"W 157.5 Feet; Thence N51º47'53"W 192.84 Feet; Thence S84º27'55"W 126.34 Feet; Thence N52º24'24"W 46.1 Feet; Thence S71º17'21"W 119.81 Feet; Thence S10º17'59"W 285.67 Feet; Thence S06º21'37"E 41.41 Feet; Thence S58º52'23"W Of 139.41 Feet; Thence On A Curve To The Left With A Radius Of 593.39 Feet, An Arc Distance Of 297.77 Feet, Chord Being N45º30'08"W 294.65 Feet; Thence S30º07'18"W 163.39 Feet; Thence On A Curve To The Left Having A Radius Of 430 Feet And An Arc Distance Of 276.96 Feet, The Chord Being N78º19'50"W 272.2 Feet; Thence S83º27'35"W 600 Feet; Thence S89º18'42"W 480 Feet To A Point On The East Line Of Weaver Street; Thence South 200 Feet To A Point 1264.35 Feet South Of And 25 Feet East Of The Northwest Corner Of The Northwest Quarter Of Section 13; Thence East At Right Angles 835 Feet; Thence South At Right Angles To The North Line Of The Atchison, Topeka, And Santa Fe Railway; Thence Northwesterly Along Said Right-Of-Way Line To A Point 300 Feet East Of The West Line Of Weaver Street Right-Of-Way; Thence South To The South Line Of Said Railway Right-Of-Way; Thence Southeasterly 0.5 Mile Along Said Right-Of-Way Line To The East Line Of Sacred Heart Cemetery Road (Road M5); Thence South Along The East Right Of Way Line Of Said Road M5 (Being 20 Feet East Of The Quarter Section Line Of Said Section 13 To A Point 20 Feet East And 25 Feet South Of The Southeast Corner Of Southwest Quarter Of Said Section 13; Thence West On A Line Parallel To And 25 Feet South Of The South Line Of Said Section 13, The Same Being The North Line Of Section 24, Township 19S, Range 11E 807.71 Feet; Thence S00°49'13"E A Distance Of 609 Feet; Thence S23°29'08"E A Distance Of 107.19 Feet; Thence S37°20'48"E A Distance Of 885.93 Feet; Thence N89°10'47"E A Distance Of 199.31 Feet; Thence S00°49'13E A Distance Of 120 Feet; Thence S89°10'47"W A Distance Of 211.36 Feet; Thence N00°49'13"W A Distance Of 111.07 Feet; Thence N37°20'48"W A Distance Of 885.93 Feet; Thence N23°07'51"W A Distance Of 116.57 Feet; Thence N00°49'13"W (Assumed Bearing) 609 Feet To The South Right Of Way Of Logan Avenue; Thence West On A Line Parallel To And 25 Feet South Of The North Line Of Said Section 14 To The Northeast Corner Of Lot 1 Barnhart Acres Subdivision; Thence South 530.4 Feet Along The Wanamaka Road West Road Right-Of-Way Line; Thence West Along The North Line Of Lot 2 In Barnhart Acres Subdivision 593.82 Feet To The Weaver Street East Road Right-Of-Way Line; Thence North 530 Feet Along The Weaver Street East Road Right-Of-Way Line To The South Right-Of-Way Line Of Logan Avenue; Thence West 25 Feet Along South Right-Of-Way Line Of Logan Avenue To The West Line Of Section 24 Also Known As The East Line Of Section 23; Thence South 1435.8 Feet ; Thence West 779.98 Feet; Thence South 127.7 Feet; Thence Southeast 163.2 Feet, Thence West 250 Feet; Thence South 142.75 Feet; Thence West 384.62; Thence North 2806.5 Feet; Thence West 990 Feet; Thence North 470 Feet; Thence West Along The South Right-Of-Way Line To A Point 100 Feet East And 50 Feet South Of The Southeast Corner Of Lot 1 Of Brown Addition To The City Of Emporia; Thence South 20 Feet; Thence West 100 Feet; Thence South 1000 Feet Along The West Line Of The Kansas City And Emporia Railroad Right-Of-Way To A Point 996.28 Feet South Of The North Line Of Section 23; Thence S39º51'49"W 451.59 Feet; Thence S00º00'58"W 230 Feet; Thence S69º53'45"W 227.69 Feet; Thence N44º59'02"W 214.41 Feet; Thence N00º00'58"E To A Point 1410.75 Feet South Of The North Line Of Section 23; Thence West On A Line 1410.75 Feet South Of And Parallel To The North Line Of Section 23 To A Point 312.11 Feet East Of The West Line Of Said Section; Thence S04º45'00"W 516 Feet; Thence S17º52'00"W 53.18 Feet; Thence S25º52'00"W 39.33 Feet; Thence S33º07'00"W 8.68 Feet To A Point 2018.25 Feet South Of The North Line Of Said Section; Thence East 92.18 Feet; Thence South Parallel To The West Line Of Said Section 1050 Feet; Thence East 233 Feet; Thence S30º00'00"E 245 Feet; Thence S10º30'00"E 250 Feet, More Or Less, To The Center Of The Cottonwood River; Thence Up The Center Of Said River Approximately 725 Feet To A Point On The West Line Of Section 23, The Same Being The East Line Of Section 22; Thence North Along Section Line Approximately 550 Feet To A Point 2918.25 Feet South Of The Northeast Corner Of Section 22; Thence West 130 Feet Parallel To The North Line Of Said Section 22, And North 120 Feet; Thence West 376.75 Feet; Thence North 773.56 Feet Parallel To The East Section Line Of Said Section 22; Thence East 114.03 Feet; Thence North 100 Feet; Thence East 400 Feet To A Point On The East Section Line Of Section 22 And The West Section Line Of Section 23, Being 1918.25 Feet South Of The Northeast Corner Of Section 22 And The Northwest Corner Of Section 23; Thence South Along Said Section Line 100 Feet To A Point 2018.25 Feet South Of The Northwest Corner Of Section 23; Thence East 159.48 Feet; Thence N33º07'00"E 43.87 Feet; Thence N25º52'00"E 31.35 Feet; Thence N17º52'00"E 42.14 Feet; Thence N04º45'00"E 504.17 Feet To A Point 1410.75 Feet South Of And 251.91 Feet East Of The Northwest

Corner Of Section 23; Thence West Along A Line 1410.75 Feet South Of And Parallel To The North Line Of Said Section 251.91 Feet To The West Line Of Section 23, The Same Being The East Line Of Section 22; Thence Continuing West 0.25 Mile On A Line Being 1410.75 Feet South Of And Parallel To The North Line Of Section 22 To A Point 450 Feet East Of And 92 Feet South Of The Northeast Corner Of The Tract Of Land Known As "Soden Grove"; Thence South 450 Feet; Thence West 450 Feet, To The East Line Of Soden's Grove; Thence South Along The East Line Of Said Tract 984.25 Feet To The Southeast Corner Of Said Tract; Thence West Along The South Line Of Said Tract 189.42 Feet To A Corner; Thence South Along The East Line Of Said Tract To The Center Of The Cottonwood River; Thence In A Northwesterly Direction Following The Center Line Of Said River 1859 Feet, More Or Less, To A Point 33 Feet Downstream From A Point The Center Of Said River Immediately Beneath The Longitudinal Center Line Of The Concrete Arch Bridge Across The River And Commonly Known As "Soden Bridge"; Thence N63º30'00"E To The East Bank Of Said Cottonwood River; Thence Continuing In A General Northeasterly Direction On A Line Parallel To And 33 Feet From The Longitudinal Center Line Of The Soden's Bridge Pavement To A Point 280.5 Feet West Of The East Line Of The Northwest Quarter Of Section 22; Thence Northwesterly Along The K-99 Highway Right-Of-Way To A Point; Thence N25º45'00"W 125.6 Feet; Thence S44º45'00"W 17 Feet; Thence N39º09'00"W 283 Feet; Thence N21º40'00"W 153 Feet; Thence West On A Line Parallel To And 1056 Feet South Of The North Line Of The Northwest Quarter Of Section 22, To The Center Of The Cottonwood River; Thence In A General Northerly And Westerly Direction Up The Center Of The Cottonwood River To A Point On The North Line Of Said Northwest Quarter Of Section 22, The Same Being The South Line Of The Southwest Quarter Of Section 15, And The Place Of Beginning.

ALSO

A Tract Of Land In The Northwest Quarter Of Section 22, Township 19 South, Range 11 East Of The 6th P.M., Described As Follows: BEGINNING At A Point 30.0 Feet North Of The South Line And 716.4 Feet West Of The East Line Of Said Quarter Section, Said South Line Having An Assumed Bearing Of South 89 Degrees 07 Minutes West; Thence West Parallel To Said South Line 66.0 Feet To The West Right Of Way Line Of Soden Road; Thence Northerly And Northeasterly Along Said Right Of Way Line To A Point Which Is North 05 Degrees 21 Minutes West, 1,308.1 Feet From The Southeast Corner Of Said Quarter Section; Thence South 31 Degrees 32 Minutes West, 244.7 Feet To The Easterly Right Of Way Line Of Soden Road; Thence Southwesterly And Southerly Along Said Easterly Right Of Way Line To A Point Which Is North 69 Degrees 30 Minutes West, 770.9 Feet From Said Southeast Corner; Thence South To The Place Of Beginning.

ALSO

A Tract Of Land In The Northwest Quarter Of Section 22, Township 19 South, Range 11 East Of The 6th P.M., Described As Follows: BEGINNING At A Point On The Easterly Right Of Way Line Of Soden Road Which Point Is North 69 Degrees 30 Minutes West, 770.9 Feet From The Southeast Corner Of Said Quarter Section, The South Line Of Said Quarter Section Having An Assumed Bearing Of South 89 Degrees 07 Minutes West; Thence North 29 Degrees 49 Minutes East To The Centerline Of The Cottonwood River; Thence Northwesterly Along Said Centerline To The Southeasterly Right Of Way Line Of Said Soden Road; Thence Southwesterly And Southerly Along Said Right Of Way Line To The Place Of Beginning.

ALSO

Lot 1 Through 4 Of Read Mcclasky's Subdivision.

ALSO

A Tract Of Land Lying In The Fractional South Half Of Section 6, Township 19 South, Range 11 East Of The 6th P.M., Lyon County, Kansas; Being More Particularly Described As Follows: Commencing At The Southeast Corner Of The Fractional Southwest Quarter Of Said Section 6; Thence On An Assumed Bearing Of S90º00'00"W Along The South Line Of Said Fractional Southwest Quarter For A Distance Of 386.01 Feet To The Point Of Beginning; Thence Continuing Along Said South Line S90º00'00"W For A Distance Of 681.83 Feet; Thence N01º57'57"E For A Distance Of 1989.04 Feet; Thence S89º12'24"E For A Distance Of 1033 Feet To The East Line Of The Fractional Southwest Quarter Of Said Section; Thence Continuing S89º12'24"E For A Distance Of 1242.79 Feet To The Westerly Right-Of-Way Line Of The Kansas Turnpike, Said Point Being 150 Feet Northwesterly At Right Angles To Centerline Station 9310+83.40 Of Said Turnpike; Thence S30º06'36"W Along The Westerly Right-Of-Way Of The Kansas Turnpike For A Distance Of 2178.65 Feet To The Northeast Corner Of Tract 20-1D As Acquired By The Kansas Turnpike Through District Court Case 23521 And 23563; Thence S85º48'36"W Along The Northerly Line Of Said Tract 20-1D For A Distance Of 570.56 Feet To A Point Which Is 30 Feet North Of The South Line Of The Fractional Southwest Quarter Of Said Section 6; Thence S0º00'00"E For A Distance Of 30 Feet To The Point Of Beginning, Said Tract Contains 78.08 Acres, Exclusive Of 0.39 Acres Of Right-Of-Way For Road Purposes On All That Part Of Said Tract Lying West Of Tract 20-1D As Acquired By The Kansas Turnpike Authority.

ALSO

A Contiguous Tract Of Land Lying Within The Southwest Quarter Of Section 6, Township 19 South, Range 11 East Of The Sixth Principal Meridian, Lyon County, Kansas, As Originally Described And Prepared On

September 26, 2024, By Ernest Cantu, Jr., P.S. #1407, And Professional Engineering Consultants, Pa. (C.L.S. #65), A Professional Association Licensed To Practice Surveying In The State Of Kansas, Said Tract Of Land Described Based On A Bearing Of South 89'00'02" West, Measured From The Southeast Corner Of Said Southwest Quarter Of Section 6 To The Southwest Corner Of Said Southwest Quarter Of Section 6, Using Zone 9 Of The Kansas Regional Coordinate System (Emporia Zone), With All Bearings Contained Herein Relative Thereto, With Distances Herein Measured Horizontally On The Ground, Said Tract Of Land More Particularly Described As Follows: Commencing At A 1/2-Inch Rebar With Yellow I.D. Cap Stamped "Kve Cls20", Held For The Position Of The Southeast Corner Of The Southwest Quarter Of Section 6, Township 19 South, Range 11 East Of The Sixth Principal Meridian, Lyon County, Kansas; Thence Bearing South 89'00'02" West Along The South Line Of Said Southwest Quarter Of Section 6 A Distance Of 1067.84 Feet To The Point Of Beginning, Said Point Being Coincident With The Southwest Corner Of A Tract Of Land Described In General Warranty Deed, In Volume 436, Page 903, Recorded On September 9, 1998, With The Office Of The Register Of Deeds, Lyon County, Kansas; Thence Continuing Without Deflection, Bearing South 89'00'02" West Along Said South Line Of Said Southwest Quarter Of Section 6 A Distance Of 300.00 Feet To The Southeast Corner Of A Tract Of Land Described In Joint Tenancy Warranty Deed, In Book 444 Of Deeds, Page 495, Recorded On May 12, 2000, With Said Office Of The Register Of Deeds, From Which A 5/8-Inch Rebar With Lyon County I.D. Cap In A Circular Survey Monument Box, Held For The Position Of The Southwest Corner Of Said Southwest Quarter Of Section 6, Bears Same South 89'00'02" West Along Said South Line Of The Southwest Quarter Of Section 6 At Distance Of 1150.75 Feet; Thence Bearing North 0'59'58" West, Perpendicular From Said South Line Of The Southwest Quarter Of Section 6, Along The East Line Of Said Tract Of Land Described In Book 444, Page 495, And Along The East Line Of A Tract Of Land Described In Warranty Deed, In Book 448 Of Deeds, Page 607, Recorded On June 15, 2001, With Said Office Of The Register Of Deeds, A Distance Of 473.00 Feet To The Northeast Corner Of Said Tract Of Land Described In Book 448, Page 607; Thence Bearing South 89'00'02" West, Parallel With The South Line Of Said Southwest Quarter Of Section 6 And Along The North Line Of Said Tract Of Land Described In Book 448, Page 607, A Distance Of 400.14 Feet To The Northwest Corner Of Said Tract Of Land Described In Book 448, Page 607, Also Being Coincident With The Northeast Corner Of A Tract Of Land Described In Individual Trustee's Deed, In Document Number 2015-04746, Recorded On December 30, 2015, Said Point Also Being Perpendicularly North From Said South Line Of The Southwest Quarter Of Section 6, North Of A Point 750.61 Feet East Of The Southwest Corner Of Said Southwest Quarter Of Section 6 As Described In Said Book 448, Page 607, And As Described In Said Document Number 2015-04746; Thence Continuing Without Deflection, Bearing South 89'00'02" West, Along The North Line Of Said Tract Of Land Described In Said Document Number 2015-04746, A Distance Of 741.52 Feet To The West Line Of Said Southwest Quarter Of Section 6, Being Coincident With The Northwest Corner Of Said Tract Of Land Described In Said Document Number 2015-04746, From Which The Southwest Corner Of Said Southwest Quarter Of Section 6 Bears South 0'06'04" West Along Said West Line At A Distance Of 473.09 Feet; Thence Bearing North 0'06'04" East Along Said West Line Of The Southwest Quarter Of Section 6 A Distance Of 1139.80 Feet, From Which A 5/8-Inch Rebar With Illegible Cap (Possibly Reset By Steven S. Brosemer, Ps#752, On October 15, 2001), Held For The Position Of The Northwest Corner Of Said Southwest Quarter Of Section 6, Bears North 0'06'04" East Along Said West Line At A Distance Of 1027.56 Feet; Thence Bearing North 89'45'42" East A Distance Of 910.45 Feet; Thence Bearing South 89'47'19" East A Distance Of 50.91 Feet; Thence Bearing North 56'32'40" East A Distance Of 76.62 Feet; Thence Bearing North 89'46'33" East A Distance Of 450.00 Feet To The West Line Of Said Tract Of Land Described In General Warranty Deed, In Volume 436, Page 903; Thence Bearing South 0'57'59" West Along Said West Line Of Said Tract Of Land Described In Volume 436, Page 903, A Distance Of 1635.42 Feet To The Point Of Beginning; Said Tract Of Land Being Subject To City Of Emporia Road Right Of Way For West 18th Avenue On The South 45 Feet Thereof, As Described In Right Of Way Tract No. 1, In Volume 531, Page 271, Recorded On March 30, 2000, With Said Office Of The Register Of Deeds; Said Tract Of Land Being Subject To Lyon County Road Right Of Way For Road G On The West 55 Feet Thereof, As Described In Easement Tract No. 5-A, In Volume 296, Page 509, Recorded On October 14, 1966, With Said Office Of The Register Of Deeds; Said Tract Of Land Being Subject To City Of Emporia Road Right Of Way For Road G On The West 100 Feet, Measured Along The South 260.42 Feet Of The Most Westerly Line Of Said Tract Of Land, As Described In Right Of Way, In Volume 541, Page 603, Recorded On August 10, 2001, With Said Office Of The Register Of Deeds; Said Tract Of Land

Thereof Containing 41.839 Gross Acres, More Or Less, And Containing 40.000 Net Acres, More or Less, Exclusive of Said Road Rights of Way; End of Description. EXCEPTING That Portion Taken for Road Right-Of-Way Purposes.

ALSO

A Tract of Land Located in Section 7, Township 19 South, Range 11 East of the 6th P.M., In Lyon County, Kansas, More Particularly Described as Follows: From The North Quarter Corner of Said Section 7; Thence Westerly on The North Line of Said Section 7 On An Assumed Bearing Of N90º00'00"W For A Distance Of 386.28 Feet To The Point Of Beginning; Thence Continuing Westerly On Said North Line On A Bearing Of N90º00'00"W For A Distance Of 873.72 Feet; Thence S00º00'00"W For A Distance Of 855 Feet; Thence S90º00'00"E For A Distance Of 369.13 Feet To A Point On The Westerly Right-Of-Way Line Of The Kansas Turnpike; Thence On Said Right-Of-Way On A Bearing Of N29º03'48"E For A Distance Of 50.61 Feet; Thence Continuing On Said Right-Of-Way On A Bearing Of N86º00'42"E For A Distance Of 379.9 Feet; Thence Continuing On Said Right-Of-Way On A Bearing Of N69º03'13"E For A Distance Of 240.03 Feet; Thence Continuing On Said Right-Of-Way On A Bearing Of N30º03'13"E For A Distance Of 705.46 Feet; Thence Continuing On Said Right-Of-Way On A Bearing Of N83º04'10"W For A Distance Of 479.95 Feet To A Point On The Southerly Right-Of-Way Of West 18th Avenue; Thence N00º00'00"E For A Distance Of 30 Feet To The Point Of Beginning. The Above-Described Tract Contains 21.01 Acres, More or Less, Subject to Road Rights of Way and Other Easements of Record. EXCEPTING That Portion Taken for Road Right-Of-Way Purposes.

ALSO

A 12.65 Acres Tract Located in The Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas: Being More Particularly Described as Follows: Beginning On The North Line Of Said Northwest Quarter At A Point 958.46 Feet East Of The Northwest Corner Of Said Northwest Quarter; Thence On An Assumed Bearing Of East On Said North Line For A Distance Of 300 Feet To A Point 1260 Feet West Of The Northeast Corner Of Said Northwest Quarter; Thence South For A Distance Of 855 Feet; Thence East For A Distance Of 368.87 Feet To The Westerly Right-Of-Way Line Of The Kansas Turnpike Authority; Thence S28º58'33"W On Said Right-Of-Way Line For A Distance Of 269.75 Feet; Thence S20º43'20"E On Said Right-Of-Way Line For A Distance Of 276.94 Feet; Thence West For A Distance Of 636.18 Feet; Thence North For A Distance Of 1350 Feet To The Point Of Beginning. EXCEPTING that portion Taken for Road Right of Way Purposes.

ALSO

A Tract In The Southwest Quarter Of Section 6, Township 19 South, Range 11 East Of The 6th P.M., Beginning At A Point 1367.84 Feet West Of The Southeast Corner Of The Southwest Quarter; Thence North 428 Feet; Thence West 400 Feet; Thence South 428 Feet; Thence East 400 Feet To The Point Of Beginning.

ALSO

A Tract in The Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, Described as Follows: Commencing At The Southwest Corner Of Said Section 6, Thence On An Assumed Bearing Of N01°07'21"W Along The West Line Of Said Southwest Quarter For A Distance Of 473.09 Feet; Thence N87°46'40”E For A Distance Of 741.53 Feet; Thence S02°13'21"E For A Distance Of 473.09 Feet To The South Line Of Said Southwest Quarter; Thence S87°46'39"W, Along Said South Line For A Distance Of 750.61 Feet To The Point Of Beginning.

ALSO

That Portion of Section 6 And Section 7, Township 19 South, Range 11 East of the 6th P.M. In Lyon County, Kansas, Being A Portion Of The Right Of Way Of 18th Avenue And More Particularly Described As Follows: Commencing At The Southwest Corner Of Said Section 6; Thence With An Assumed Bearing On The West Line Of Said Section 6, N01º07'20"W For A Distance Of 90.47 Feet; Thence Perpendicular To Said West Line, S88º52'40"E For A Distance Of 70.0 Feet To The Intersection Of The East Right-Of-Way Line Of Road G And The North Right-Of-Way Line Of Said West 18th Avenue And The Point Of Beginning; Thence On Said North Right-Of-Way Line The Following 5 Courses: S81º21'54"E For A Distance Of 234.50 Feet; N87º46'39"E For A Distance Of 1152.15 Feet; N00º44'57"E For A Distance Of 14.97 Feet; N87º46'39"E For A Distance Of 535.33 Feet; N77º28'13"E For A Distance Of 802.16 Feet To The Westerly Right-Of-Way Line Of Kansas Turnpike Authority; Thence On Said Westerly Right-Of-Way Line, S27º53'20"W For A Distance Of 150.0 Feet; Thence Continuing On Said Westerly Right-Of-Way Line, S28º12'27"W For A Distance Of 287.77 Feet To The South Right-Of-Way Line Of Said 18th Avenue; Thence On The Said South Right-Of-Way Line The Following Three Courses: N80º02'11"W For A Distance Of 637.03 Feet; S87º46'39"W For A Distance Of 1525.82 Feet; N81º23'47"W For A Distance Of 313.72 Feet; Thence Leaving Said South Right-Of-Way Line N11º24'09"W For A Distance Of 166.1 Feet To The Point Of Beginning. Contains 7.94 Acres More or Less.

ALSO

A Tract of Land in Sections 3, 4, 9, & 10, Township 20 South, Range 11 East of the 6th P.M. In Lyon County, Kansas, More Particularly Described As Follows: Beginning At A Point On The South Line Of Section 10,

N79º17'30"E 675.5 Feet Of The Southeast Corner Of Section 9; Thence S79º17'30"W 3297.5 Feet Along The South Line Of Sections 10 & 9 To The Southwest Corner Of The Southeast Quarter Of Section 9; Thence N10º42'30"W 5280 Feet Along The West Lines Of The Northeast And Southeast Quarters Of Section 9 To The Northwest Corner Of The Northeast Quarter Of Section 9; Thence N79º17'30"E 1650 Feet Along The North Line Of Section 9 To A Point On The North Line Of Section 9 Which Is 990 Feet West Of The Northeast Corner Of Section 9; Thence N10º42'30"W 1980 Feet; Thence N79º4'15"E 325.7 Feet; Thence N40º11'33"E 272.47 Feet; Thence N1º18'52"E 1329.73 Feet; Thence N79º14'15"E 920.37 Feet; Thence S1º18'52"W 1201.99 Feet; Thence S47º16'56"E 364.02 Feet; Thence N79º4'15"E 278.96 Feet; Thence S10º42'30"E 1986.38 Feet To A Point On The North Line Of Section 10 Which Is 990 Feet East Of The Northwest Corner Of Section 10; Thence N79º17'30"E 1650 Feet Along The North Line Of Section 10 To The Northeast Corner Of The Northwest Quarter Of Section 10; Thence S10º42'30"E 3620.5 Feet Along The East Lines Of The Northwest And Southwest Quarters Of Section 10 To A Point Which Is 980.5 Feet South Of The Northeast Corner Of The Southwest Quarter Of Section 10; Thence S79º17'30"W 1982.5 Feet; Thence S10º42'30"E 1659.5 Feet To The POB. Containing 687 Acres More or Less. Note: All Bearings Are Magnetic. Local Declination = N10º42'30"W. Less All Right of Ways.

ALSO

The Southwest Quarter (SW1/4) Of Section 10, Township 20 South, Range 11 East Of The 6th P.M., Lyon County, Kansas, Except Beginning At The Southwest Corner Of Said Section 10, Thence North To The Northwest Corner Of The SW1/4, Thence East To The Northeast Corner Of The SW1/4, Thence South 980.5 Feet, Thence West 1982.5 Feet, Thence South To The South Line Of Section 10, Thence West To Beginning, Said Exception Containing 84 Acres, More Or Less; And Except Beginning on The South Line of Said Quarter at A Point 1980.17 Feet West of The Southeast Corner of Said Quarter, Thence North 0°26' 1 0" East Along the Existing Fence 587.98 Feet, Thence East 555 Feet, Thence South 587.98 Feet, Thence West 555 Feet to Point Of Beginning;

And Also, Except A Tract of Land Beginning at The Southeast Corner of Said Quarter Section, The East Line of Said Quarter Section Haying an Assumed Bearing of North 01 °16' West, Thence South 88°47' West 154.5 Feet, Thence North 01°13' West 20.0 Feet, Thence North 75°58' West 61.5 Feet, Thence North 01 °13' West 200.0 Feet, Thence North 03° 17' West 300.2 Feet, Thence North 01°13' West 400.0 Feet, Thence North 01 °59' East To A Point 980.5 Feet South Of The North Line, And 63.1 Feet West Of The Northeast Corner Of Said Quarter Section, Thence East 63.1 Feet West Of The Northeast Corner Of Said Quarter Section, Thence East 63.1 Feet To Said East Line, Thence South Along Said East Line To The Place Of Beginning, Containjng 2.17 Acres More Or Less, Exclusive Of The Existing Highway; And Except A Tract Of Land Located In The SW 1/4 Of Said Section 10, Described As Follows: Commencing At The Southeast Corner Of Said SW 1/4; Thence On An Assumed Bearing Of North 01 °L6'west On The East Line Of Said SW1/4 For A Distance Of 659.55 Feet; Thence South 88°29'56" West For A Distance Of 103.91 Feet To The West Right Of Way Line Of K-99 Highway And The Point Of Beginning; Thence North O 1 °13' West On Said West Right Of Way Line For A Distance Of 274.64 Feet; Thence North 01 °59' East On Said West Right Of Way Line For A Distance Of 655.99 Feet; Thence South 86° 17'25" West For A Distance Of 576.35 Feet; Thence North 44°25'25" West For A Distance Of 30.44 Feet; Thence South 88°08'38" West for A Distance Of 369.32 Feet; Thence South 05°07'03" East for A Distance Of 929.06 Feet; Thence North 88°29'56" East for A Distance Of 866.13 Feet to The Point of Beginning. And Except A Tract Beginning At The SE Corner Of The SW1/4 Of Said Section; Thence S.89°50'17" W. (Geoid03) On The South Line Of Said SW1/4 For A Distance Of 1425.17 Feet To The Se Corner Of A Previously Surveyed And Described Tract Recorded In Book 390 At Page 559; Thence N.00°05'44" W. On The East Line of Said Previously Surveyed Tract for A Distance Of 385.00 Feet; Thence N.89°50'17"E. Parallel with The South Line of Said SW1/4 For A Distance Of 460.00 Feet; Thence N.00°09'39"E. For A Distance Of 90.00 Feet; Thence S.87°30'00"E. For A Distance Of 265.00 Feet; Thence S.77°40'00"E. For A Distance Of 200.00 Feet; Thence S.87°57'56"E. For A Distance Of 506.87 Feet to The East Line of Said SW 1/4; Thence S.00°09'39"W. On Said East Line for A Distance Of 400.00 Feet to The Point of Beginning. Exclusive Of Right of Way For K-99 Highway and Inclusive of The County Road Right of Way Easement on The South Side Thereof.

ALSO

A Tract Of Land Consisting Of The S 1/2 S 1/2 NW 1/4 NW 1/4 Of Section 3, Township 20 South, Range 11 East Of The 6th P.M. Described As Follows: From The Northwest Corner Of Said Section 3, Thence Southerly On The West Line With A Bearing Of S 00°30'50" E For A Distance Of 981. 09 Feet To The Point Of Beginning; Thence N89 °13'44" E For A Distance Of 1319.06 Feet; Thence S 00°29'39" E For A Distance Of 315.56 Feet; Thence S 89°07'11" W For A Distance Of 1318.97 Feet; Thence Northerly On The West Line Of Said Section 3 With A Bearing Of N 00°30'50" W For A Distance Of 318.07 Feet To The Point Of Beginning.

ALSO

A Tract Of Land In The NW 1/4 Of Section 3, Township 20 South, Range 11 East Of The 6th P.M. Described As Follows: Beginning On The West Line Of Said Section At A Point 3460.1 Feet North Of The Southwest Corner Of Said Section, Said West Line Having An Assumed Bearing Of N 10°42'30" W; Thence Continuing North Along Said

West 482.24 Feet; Thence N 79°14'15" E A Distance Of 881.37 Feet; Thence S 55°7'50"W A Distance Of 501.41 Feet; Thence S 79°L4'15" W A Distance Of 744.52 Feet To The Point Of Beginning.
ALSO
A Tract In The N 1/2 N 1/2 SW 1/4 And The S 1/2 Of The Fractional NW 1/4, All In Section 3, Township 20 South, Range 11 East Of The 6th P.M., Lyon County, Kansas, And Being More Particularly Described As Follows: Commencing At The Southwest Corner Of Said N 1/2 N 1/2 SW 1/4; Thence N 88°21'15" E (Basis Of Bearings) On The South Line Of Said N 1/2 N 1/2 SW 1/4 For A Distance Of 711.06 Feet Of The True Point Of Beginning; Thence N 36°56'54" W For A Distance Of 373.66 Feet; Thence N 10°33'40" E For A Distance Of 1201.99 Feet; Thence N 13°52'13" E For A Distance Of 517.55 Feet To The North Line Of Said S 1/2 FR. NW 1/4; Thence N 88°21'55" E On The North Line Of Said S 1/2 FR NW 1/4 For A Distance Of 272.35 Feet To Point 745 Feet Distant At Right Angles From The Centerline Of Runway 1-19 Extended; Thence S 10°39'52" W Parallel With Said Centerline Of Runway 1-19 For A Distance Of 2024.96 Feet To The South Line Of Said N 1/2 N 1/2 SW 1/4; Thence S 88°21'15" W On Said South Line For A Distance Of 17.28 Feet To The True Point Of Beginning.
ALSO
A Tract In The NE 1/4 Of Section 4 In Township 20 South, Range 11 East Of The 6TH P.M., :Lyon County, Kansas, And Being More Particularly Described As Follows: Commencing At The Southeast Corner Of The NE 1/4 Of Said Section 4; Thence S 88°37'47" W (Basis Of Bearings) On The South Line Of Said NE 1/4 FOR 349.34 Feet To The True Point Of Beginning; Thence Continuing S 88°37'47" W On Said South Line For 49.27 Feet; Thence N 10°39'54" E For 1625.40 Feet; Thence N 02°00'08" E For 66.39 Feet; Thence N 79°20'06" E FOR 54.33 Feet To The East Line Of Said NE 1/4; Thence S .01°27'45" E On Said East Line For 325.54 Feet To The Northwest Corner Of The S 1/2 NW 1/4; Thence Continuing S .01°27'45" E On The East Line Of Said NE 1/4 For 505.40 Feet To The North Line Of A Private Road; Thence S 89°01'25" W On The North Line Of Said Private Road For 175.80 Feet; Thence S 10°33'50" W On The Westerly Line Of Said Private Road For 832.89 Feet To The True Point Of Beginning. Subject To County Road Easement Along the East Side Thereof.
ALSO
Commencing At the Northeast Corner of the SE 1/4 Of Said Section 4; Thence S 88°37'47" W (Basis of Bearings) On the North Line of Said SE 1/4 FOR 349.34 Feet to the True Point Of Beginning; Thence S 10°49'37" W Along Westerly Line Of A Private Road For 497.07 FEET; THENCE S 49°42'39" W Along The Southerly Line Of A Private Road For 74.26 Feet; Thence N 10°39'54" E For 544.48 Feet To The North Line Of Said SE 1/4; Thence N 88°37'47" E On Said North Line For 49.27 Feet To The True Point Of Beginning.
ALSO
Lots 3, 4, 5, 7, 8, 9, 10 And 11 In Barnhart Acres Subdivision in Lyon County, Kansas, According to The Recorded Plat Thereof.
ALSO
A Tract In The Northeast Quarter Of Section 12, Township 19 South, Range 10 East Of The 6th P.M., Lyon County, Kansas; Being More Particularly Described As Follows: Commencing At The Southeast Corner Of The Northeast Quarter Of Said Section 12; Thence N00°32'25"E (Basis Of Bearings) On The East Line Of Said Section 12 A Distance Of 1199.00 Feet; Thence N89°05'08"W A Distance Of 440.00 Feet To A ½" Iron Pin; Thence S00°30'14"W A Distance Of 150.00 Feet To A ½" Iron Pin; Thence N89°05'08"W A Distance Of 238.09 Feet To A ½" Iron Pin And The True Point Of Beginning; Thence S00°32'25"W A Distance Of 929.77 Feet To A ½" Iron Pin On The Northerly Right Of Way Line Of US 50 Highway; Thence S88°05'36"W Along Said Northerly Right Of Way Line For A Distance Of 239.51 Feet To A ½" Iron Pin; Thence N89°47'27"W Along Said Northerly Right Of Way Line A Distance Of 596.72 Feet; Thence N00°32'25"E A Distance Of 948.94 Feet To A ½" Iron Pin; Thence S89°27'35"E A Distance Of 839 Feet To A ½" Iron Pin And The True Point Of Beginning. Containing 18.13 Acres and Subject to Easements of Record. Except Existing Right of Way.
ALSO
The W1/2 Of the SW1/4 Of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas, Less That Part Taken for Highway. LESS AND EXCEPT: A Tract Of Land Located In The W1/2 Of The SW1/4 Of Section 12, Township 19 South, Range 10 East Of The 6th P.M, Lyon County, Kansas, More Particularly Described As Follows: Commencing At The West Quarter Corner Of Said Section 12; Thence Along The West Line Of The SW1/4 Of Said Section 12 S0°35'54"E 12sunshine3.10 Feet To The Point Of Beginning; Thence N89°24'06"E 47.50 Feet To The Intersection Of The East Right-Of-Way Line Of An Existing Public Road (Road F) And The South Right-Of-Way Line Of An Existing Public Road (Highway 50); Thence S0°35'54"E 776.94 Feet; Thence S89°24'06"W 47.50 Feet To The West Line Of The SW Quarter Of Said Section 12; Thence Along The West Line Of The SW1/4 Of Said Section 12 N0°35'54"W 776.94 Feet To The Point Of Beginning, Excepted Tract Containing 0.85 Acres, Including 0.40 Acres Of Existing Public Road Right-Of-Way (0.45 Acres Of Additional Public Road Right-Of-Way). The Bearings on the Above Excepted Tract Are Based on The North Line of the SW1/4 Of Section 12 As Being EAST (N90°00'00"E).
ALSO

Lot I Of Block I In the Westar Subdivision, Being A Part of the Northeast Quarter of Section 12, Township 19 South, Range 10 East of The 6th P.M., Lyon County, Kansas, According to The Recorded Plat Thereof.
ALSO
A Tract for The Purpose of Road Right of Way Easement in the Southeast Quarter of Section 1, And the Northeast Quarter of Section 12, All in Township 19 South, Range 10 East of The 6th P.M., Lyon County, Kansas, As Described by Aaron C . Davis, PS 1368, On May 11, 2021, As Follows: Commencing at The Southeast Corner of Said SE ¼; Thence N.01°07' 30'W. (Basis of Bearings) On the East Line of Said SE¼ for 65.00 Feet. Thence S.89°24-' 27"W. Parallel with The South Line of Said SE¼ for 65.00 To the Point of Beginning, Thence Continuing S.89° 24' 27"W. Parallel with Said South Line, And on The Northerly Right of Way Line of Road 180, For 163.54, Thence S. 75°54' 52"W. On Said Northerly Right of Way Line For 150.00 Feet, Thence S.00°35' 33"E. For 5.00 Feet to A Point 25.00 Feet North of The South Line of Said SE 1/4, Thence S.89° 24' 27"W. On Said Northerly Right of Way Line For 802.98 Feet; Thence S.00°35' 33'E. For 25.00 Feet to A Point on The South Line of Said SE ¼, Said Point Being 1177.99 Feet West of The Southeast Corner of Said SE¼; Thence S.00°50' 50"E. For 40.00 Feet to the northwest corner Of Lot 1 In Block 1, Westar Subdivision to Lyon County, Kansas, Thence N.89°24' 27"E. On The North Line of Said Lot 1 For 802.99 Feet; Thence S.00° 50' 50"E. For 8.00 Feet; Thence N.89°24'27"E. On The North Line Of Said Lot 1 For 310.00 Feet To A Point 65.00 Feet West Of The East Line Of The NE¼ Of Said Section 12; Thence N.00° 50' 50"W. Parallel With The East Line Of Said NE¼ For 48.00 Feet To The North Line Of Said NE¼; Thence N.01°07' 30"W.Parallel With The East Line Of The SE¼ Of Said Section 1 For 65.00 Feet To The Point Of Beginning Said Tract Contains 1.94 Acres
ALSO
A Part Of The Northwest Quarter Of Section 7, Township 19 South, Range 11 East Of The 6th P.M., Lyon County, Kansas, Written By Travis L Haizlip, PS 1724 On May 02, 2024 And More Particularly Described As Follows: Beginning At The Northwest Corner Of The Northwest Quarter Of Said Section 7; Thence On A NAD 83, Kansas Regional Coordinate System, Zone 9 Bearing Of North 89 Degrees 00 Minutes 04 Seconds East On The North Line Of Said Northwest Quarter A Distance Of 958.46 Feet To The West Line Of An Excepted Tract Described As Tract 2 In Document No. 2024-00630 At The Office Of The Lyon County Register Of Deeds; Thence South 00 Degrees 59 Minutes 56 Seconds East On Said West Line A Distance Of 898.84 Feet; Thence South 89 Degrees 00 Minutes 04 Seconds West A Distance Of 980.11 Feet To The West Line Of Said Northwest Quarter; Thence North 00 Degrees 22 Minutes 50 Seconds East On Said West Line A Distance Of 899.10 Feet To The Point Of Beginning. Containing 20.00 Acres of Land More or Less.
ALSO
Lots 1, 2, And 3 Of Park Iv Subdivision, Lyon County, Kansas, And; A Tract In The Northeast Quarter Of Section 11, The Northwest Quarter Of Section 12, The Southwest Quarter Of Section 1, And The Southeast Quarter Of Section 2, All In Township 19 South, Range 10 East Of The 5th P.M., Lyon County, Kansas, As Described By Aaron C Davis, Ps 1368, On May 19, 2023, And Being More Particularly Described As Follows: Commencing At the Southeast Corner Of The Northeast Quarter Of Said Section 11; Thence N.01° 07' 02"W. (Basis of Bearings) On the East Line Of Said Ne¼ For 108.69 Feet To The Northerly Right Of Way Line Of U.S. 50 Highway, And The Point Of Beginning; Thence N.84° 04' 09"W. On Said Northerly Right of Way Line For 45.74 Feet to A Point of Intersection of The Westerly Right of Way Line of The County Road. Thence N.10° 34' 39"E. On Said West Right of Way Line For 125.28 Feet, To A Point 20.00 Feet West of The East Line of Said Ne¼;
Thence N.01° 07' 02"W. On Said West Right of Way Line, And Parallel with the East Line of Said Ne¼ for 1081.57 Feet to a Point On The South Line Of The North Half Of The Northeast Quarter Of Said Section 11; Thence S.88° 54' 53"W. On The South Line of Said N½Ne¼ For 20.00 Feet To A Point 40.00 Feet West Of The East Line of Said Northeast Quarter; Thence N.01° 07' 02"W. Parallel with the East Line Of Said Ne¼ For 1278.52 Feet To A Point 40.00 Feet South Of The North Line of Said Ne¼; Thence S.88° 53' 24"W. Parallel with the North Line of Said Ne¼ for 100.00 Feet; Thence N.01° 07' 02"W. For 65.00 Feet to The North Right Of Way Line Of The County Road, Said Point Being 25.00 Feet North Of The South Line Of The Southeast Quarter Of Said Section 2; Thence N.88° 53' 24"E. On Said North Right of Line, And Parallel with the South Line of Said Se¼ For 99.96 Feet To A Point 40.00 Feet West of The East Line of the Southeast Quarter of Said Section 2; Thence N.51° 59' 02"E. For 24.98 Feet to a Point 20.00 Feet West of the East Line of the Southeast Quarter of Said Section 2-, And 40.00-Feet North of the South Line of the Southeast Quarter of Said Section 2; Thence N.89° 09' 52"E. For 40.00 Feet to a Point 20.00 Feet East of the West Line of the Southwest Quarter of Said Section 1-, And 40.00-Feet North of the South Line of the Southwest Quarter of Said Section 1; Thence N.89° 26' 47"E. Parallel with The South Line of the Southwest Quarter Of Said Section 1 For 2620.01 Feet. Thence S.01°12'39"W. For 75 Feet to A Point on the North Line of Lot 3 In Park Iv Subdivision. Thence S.89° 26' 47"W. On The North Line of Said Lot 3 For 2580.9 Feet to A Point 80 Feet East of The West Line of Said Northwest Quarter of Said Section 12. Thence S.44° 09' 53"W. For 35.18 Feet to A Point on The West Line of Said Lot 1, Said Point Being 65.00 Feet South of The North Line of The Northwest Quarter of Said Section 12, And Also Being 40.00 Feet East of The West Line of Said Northwest Quarter. Thence S.01° 07' 02"E. On The West Line of Said Lot 1 For 2334.26 Feet to A Point

Being 40.00 Feet East of The West Line of The Northwest Quarter of Said Section 12. Thence S.08° 52' 25"E. On The East Right of Way Line of The County Road For 137.23 Feet to The Northerly Right of Way Line of U.S. 50 Highway. Thence N.84° 04' 09"W. On The Northerly Right of Way Line of Said U.S. 50 Highway For 58.97 Feet to The Point of Beginning.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND

Tract 1: A Tract of Land Located in The Northwest Quarter of Section 11, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas, More Particularly Described as Follows:
Beginning On The North Line Of Lot 6 In Goodrich's Subdivision At The West Line Of The East Half Of Said Lot 6; Thence East Along The North Line Of Said Lot 6 238.00 Feet; Thence Southerly 119.03 Feet; Thence Southwesterly 61.03 Feet; Thence West 143.81 Feet To Said West Line Of The East Half Of Lot 6; Thence North 145.23 Feet To The Point Of Beginning.
Tract 2: A Tract of Land Lying in The NE ¼ Of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; Being More Particularly Described as Follows:
Commencing At The Northeast Corner Of Said NE ¼ Thence S88º39'52"W(Assumed) Along The North Line Of Said NE ¼ For A Distance Of 1189.10 Feet To The Point Of Beginning Thence S00º00'00"E Parallel With The East Line Of Said NE ¼ For A Distance Of 529.00 Feet To An Iron Pin At The Southwest Corner Of A Previously Described Tract (Deed Book 440, Page 718) Thence N57º59'24"W For A Distance Of 70.74 Feet To A Point That Lies 59.98 Feet West Of The West Line Of Said Previously Described Tract And Approximately 37.5 Feet North Of The SW Corner Of Same Thence N00º00'00"W Parallel With The East Line Of Said NE ¼ For A Distance Of 490.11 Feet To The North Line Of Said NE ¼ Thence N88º39'52"E Along Said North Line For A Distance Of 60.00 Feet To The Point Of Beginning Less Right-Of-Way Which Has Been Previously Annexed.

SECTION 2: All Lots, Tracts, Streets, and Highways, And Parcels of Real Property Included Within the Territory Within the Boundary Set and Fixed in Section 1 Of This Resolution, Are Hereby Declared to Be and Constitute the City of Emporia, Kansas.

SECTION 3: Resolution Number 3747 is hereby repealed.

PASSED AND APPROVED the 17th day of December 2025.

_____
Erren Harter, Mayor

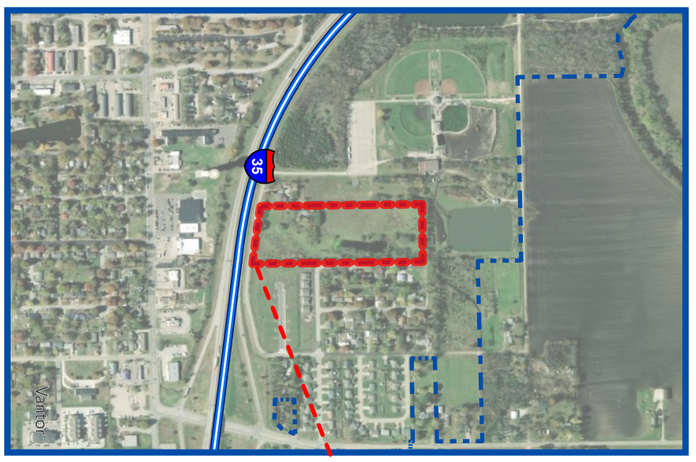
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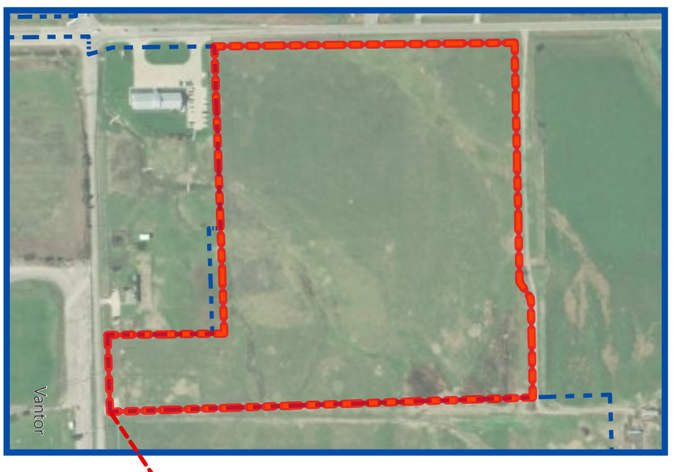
_____
KERRY SULL, City Clerk

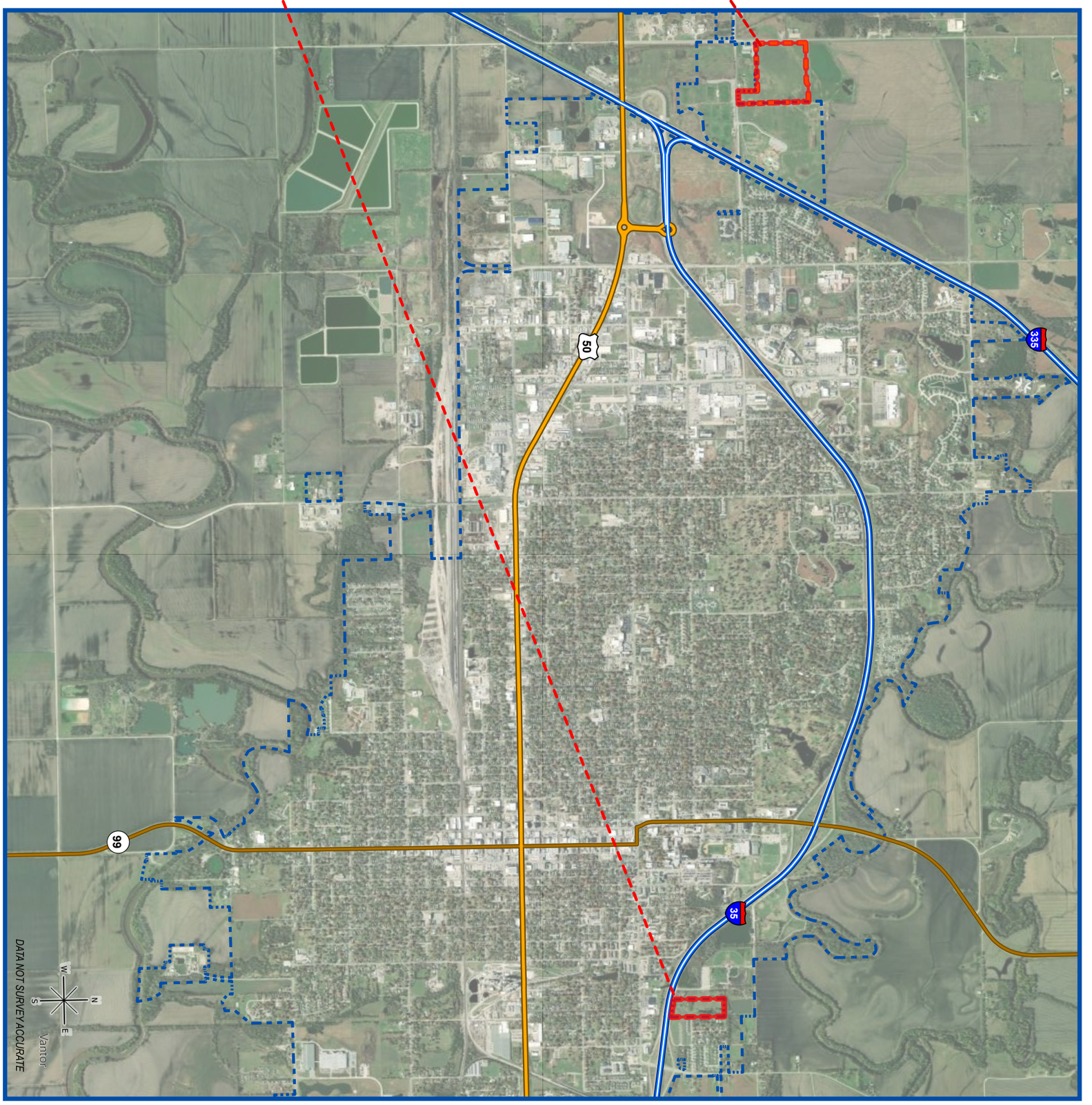
2025 Boundary Resolution

City Limit Annexation Year 2025

Municipal Boundary







Title:	Resolution No. 3782 for Review and Approval of 2024 Solid Waste Management Plan
Agenda Date:	December 17, 2025
Presented By:	Dean Grant, Director of Public Works

Background:

The Solid Waste Management Planning Committee met for an annual review and approval of updates to the plan for the year 2024 on November 17, 2025. The annual review is required in the Kansas Statutes Annotated 65-3405 and Kansas Administrative Regulations 28-29-75 through 82. This plan covers solid waste activities for the City of Emporia, Lyon County, and Chase County. Changes to the Plan included information on various tables and charts throughout the plan. Those Changes, with any corrections, were unanimously approved by the Committee at the conclusion of the meeting. The corrected plan will be presented to the committee at next year's meeting.

Discussion:

The annual review for the Solid Waste Management Plan has been approved by the Solid Waste Management Planning Committee. This plan must now be approved by resolution by the commissions of Chase County, Lyon County, and the City of Emporia. Upon approval by the three governing bodies, the plan will then be submitted to KDHE, with corrections, for their review and approval.

Recommended Action:

Approve Resolution No. 3782 for the annual review of the Solid Waste Management Plan with the attached corrections

Attachments:

Corrected 2024 Solid Waste Management Plan

Resolution No.3782

RESOLUTION NO. 3782

A RESOLUTION RELATING TO THE ANNUAL REVIEW OF THE SOLID WASTE MANAGEMENT PLAN OF THE CITY OF EMPORIA, LYON COUNTY, AND CHASE COUNTY

WHEREAS, the Solid Waste Management Planning Committee met on November 17, 2025, at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan, which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan annual review for the City of Emporia, Lyon County, and Chase County was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of November 17, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for City of Emporia, Lyon County, and Chase County the by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 17th day of December 2025.

_____
Erren Harter, Mayor

ATTEST:

_____
Kerry Sull, City Clerk

Solid Waste Management Plan

Chase County • City of Emporia • Lyon County

2025
Annual Review Edition

Review of Year 2024

Purpose

Our regional solid waste management plan is a comprehensive overview of the area's solid waste management practices.

It is also a planning tool for local waste management, waste reduction, and public education.

The main goals of the plan are:

- Identify any changes in our region's solid waste management system.
- Inform our commissions and the Bureau of Waste Management of the findings of our review

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SECTION 1 LOCATION AND DESCRIPTION OF STUDY AREA

1.a General

Lyon County and Chase County are adjacently located in East Central Kansas and maintain an Inter-local Agreement for the disposal of Solid Waste. The Inter-local Agreement establishes a Regional Solid Waste Transfer Station and allows the citizens of Chase County to use the City of Emporia/Lyon County Solid Waste Disposal Facilities. Also, the Inter-local Agreement provides for the formation of a Solid Waste Management Committee per Statute.

Section 13.a contains the Inter-local Agreement. Section 13.e contains a list of the members and officers for the Solid Waste Management Committee.

The City of Emporia operates the City of Emporia/Lyon County Transfer Station and Construction/Demolition Landfill. Solid Waste is processed and transferred to a Subtitle D Landfill (Hamm Quarries Inc.). Our Construction/Demolition Landfill accepts Construction/Demolition Waste. Compost, Brush and Trees are accepted in a Green Waste Area. Also, split tires are processed in a Tire Mono-Fill. Some rural residents still burn their refuse and dispose of the remaining ashes.

Table 1.1 Regional Burn Permits

Admire	#1044	Emporia	#145
Allen	#1000	Hartford	#1035
Americus	#1278	Reading	#1323
Cottonwood Falls	#1264	Strong City	#1135

The tax levy and bonded indebtedness indicate the financial health of a governmental entity.

Table 1.2 Tax Rates for 2024

Region	2024 Population	Assessed Valuation	Bonded Indebtedness	Levy
Chase County	2,507	$68,146,515	$14,055,801	60.79
Lyon County	32,572	$434,427,317	$86,570,000	56.62
City of Emporia	24,354	$235,858,244	$69,351,289	46.11

Source: Chase County Clerk and Lyon County Clerk, US Census, Kansas Statistical Abstract

1.b Identification of Cities

The typical community in the Lyon-Chase County Area is of the rural setting with a mayor-council form of government. The City of Emporia is the only exception. Two-thirds of the total population for the two counties resides in the City of Emporia. Because of this difference in the population density, there are two different types of waste streams.

Table 1.3 Identification of Cities

City	Class	2024 Population	2024 Valuation	County	Government Structure
Admire	3	137	$581,525	Lyon	Mayor - Council
Allen	3	165	$1,081,901	Lyon	Mayor - Council
Americus	3	779	$5,062,798	Lyon	Mayor - Council
Bushong	3	28	$100,170	Lyon	Mayor - Council
Emporia	1	24,354	$235,858,244	Lyon	Manager - Commission
Hartford	3	364	$2,203,012	Lyon	Mayor - Council
Neosho Rapids	3	239	$1,445,565	Lyon	Mayor - Council
Olpe	3	528	$4,557,093	Lyon	Mayor - Council
Reading	3	184	$1,059,971	Lyon	Mayor - Council
Cedar Point	3	20	$356,636	Chase	Mayor - Council
Cottonwood Falls	3	833	$5,185,424	Chase	Mayor - Council
Elmdale	3	40	$267,937	Chase	Mayor - Council
Matfield Green	3	50	$489,480	Chase	Mayor - Council
Strong City	3	377	$2,346,134	Chase	Mayor - Council

Source: Lyon County Clerk's Office and Chase County Clerk's Office and U.S. Census Bureau

1.c Description of Population Densities

Due to the rural settings of the two counties, the population densities are reasonably low. Table 1.4 compares the densities for Lyon County and Chase County to the State of Kansas.

Table 1.4 Population Densities

Region	Density
Lyon County	38.4 persons per square mile
Chase County	3.2 persons per square mile
State of Kansas	36.3 persons per square mile

Source: U.S. Census Bureau, 2020 Census

The area is subject to minor population fluctuations due to enrollment at Emporia State University, and its various sporting activities. Solid waste generated by ESU is processed at the transfer station. Emporia State University serves approximately 5,900 students. However, only 2,212 students actually reside in Chase & Lyon counties with a daily campus population reaching as many as 4,150 students.

Table 1.5 2024 Populations of the Region

County	City	Population	County	City	Population
Chase	Cedar Point	20	Lyon	Admire	137
Chase	Cottonwood Falls	833	Lyon	Allen	165
Chase	Elmdale	40	Lyon	Americus	779
Chase	Matfield Green	50	Lyon	Bushong	28
Chase	Strong City	377	Lyon	Emporia	24,554
			Lyon	Hartford	364
			Lyon	Neosho Rapids	239
			Lyon	Olpe	528
			Lyon	Reading	134
Chase	Rural County	453	Lyon	Rural County	2,374
Chase	Total County	1320	Lyon	Total County	26,725

Source: Kansas Statistical Abstract 2024

1.d Regional Growth Patterns

Along with the projected mild growth of Emporia State University, several manufacturing and industrial firms have located in and continue to express an interest to locate in the City of Emporia in recent years. For this reason, the local economic development organizations have displayed an interest in the development of more industrial parks.

Emporia is located between Wichita and Topeka on the Kansas Turnpike and between Wichita and Kansas City on Interstate 35. With such excellent access to the interstate system, Emporia is an important crossroads and trade area for East Central Kansas. The amount of heavy commercial traffic is only second to the Kansas City metropolitan area. For this reason, the City of Emporia has been considered as a hub for freighting companies. As more competition in the freight business enters the area, more companies that utilize shipping services will desire to locate in the community.

1.e Geographical and Geological Characteristics

General

The geological information contained in this section was obtained from the Soil Survey of Lyon County, Kansas and the Soil Survey of Chase County, Kansas. These are publications of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture Natural Resources Conservation Service in cooperation with the Kansas Agricultural Experiment Station. The climatic data was obtained from the 2021 Kansas Statistical Abstract.

Topographical/Soils Characteristics

Lyon County is predominantly located in the Osage Cuesta physiographic province. This is a hill-plain or broad terrace panorama with eastern slopes of the hills steeper than the western slopes. There is also a plentiful limestone supply in this region. Elevations in Lyon County range from 1060 to 1530 feet above sea level (Source: Soil Survey of Lyon County Page 1). Section 13.B contains the general soils map for Lyon County.

Chase County is predominantly located in the Osage Cuesta Plain section of the Central Lowlands and the Flint Hills Uplands physiographic provinces. The Flint Hills region stretches north and south across Kansas with elevation

differences varying from 100 to 400 feet. This area is named for the chert or flint rock that covers the bluestem slopes. Elevations in Chase County range from 1100 to 1500 feet above sea level (Source: Soil Survey of Chase County Page 62). Section 13.B contains the general soils map for Chase County.

Climatic Characteristics

The climate for both counties is characterized by large variations in temperature and rainfall. Winter conditions generally last from December to February. The warm temperatures typical for summer last about six months. The remaining three months are transitional periods for the spring and fall seasons. The average temperature for the region is 51 degrees Fahrenheit. During the summer months, 75% of the days are sunny. The sunny days fall to 55% in the winter months. The prevailing wind is from the south and is the supply of moisture-laden air from the Gulf of Mexico. The average yearly precipitation is 32.5 and 35.5 inches for Chase County and Lyon County, respectively. Even though the precipitation is generally adequate, the distribution of rainfall is relatively poor. Periods of drought lasting for several weeks are common during the summer growing season. Table 1.6 shows the average temperature and precipitation for 2024 for Chase County, Lyon County, and the State of Kansas.

Table 1.6 Regional Climatic Data Average (2024)

Region	Precipitation (inches)	Temperature (F)
Chase County	32.5	51.7
Lyon County	35.5	51.7
State of Kansas	27.2	52.0

Source: Kansas Statistical Abstract 2024

Location Restrictions

- Airport Safety - The existing City of Emporia/Lyon County Transfer Station is located five miles (six miles by road) from the City of Emporia Municipal Airport and, thus, poses no immediate threat to the safety of air traffic.

2. Flood Plain - The old Lyon County Landfill is located in the Flood Plain of the Cottonwood River in a river alluvium setting. Most of the landfill would be affected by the 100-year flood; however, no property damage would be created. The transfer station is located in the 500 year Flood Plain.

3. Wetlands - The Corps of Engineers determined in April of 1988 that no wetlands existed in the area of the existing Lyon County Landfill. The transfer station is also located outside of any wetland's region.

4. Fault Areas - Neither Lyon County nor Chase County lies within the boundaries of a known fault.

5. Seismic Impact Zones - All of Chase County and the southern half of Lyon County are in a Zone 1 earthquake area in accordance with the 1991 Uniform Building Code (Zone 0 being the least active and Zone 4 being the most active). The northern half of Lyon County is in a Zone 2A earthquake area.

6. Unstable Areas - Neither Lyon County nor Chase County has any known unstable areas

Note: The City of Emporia/Lyon County Landfill stopped accepting most types of Solid Wastes on April 7, 1994. Closure of Existing Municipal Solid Waste Landfill was completed April 4, 1997.

Drainage Basins

There are two major drainage basins in Chase County: the Cottonwood River and the Verdigris River. Lyon County has four permanent flowing streams: the Cottonwood, Neosho, Marais des Cygnes, and Verdigris Rivers. The streams all flow in a southeasterly direction.

1.f Future Population Growth and Areas of Populations

Table 1.7 shows the projected populations from year 2020 to year 2050 for the Chase and Lyon County Region.

Table 1.7 Population Projections

Year	Kansas	Chase County	Lyon County
2020	2,916,641	2,598	33,526
2025	3,028,726	2,508	33,671
2030	3,131,917	2,417	30,808
2035	3,231,168	2,307	29,716
2040	3,322,617	2,179	28,530
2045	3,398,563	2,033	27,309
2050	3,461,365	1,894	25,994
% Change	**18.9%**	**-33.8%**	**-24.42%**

Source: US Census 2020

1.g Summary The area being studied consists of one first class city and 13 third class cities and rural regions for a total year 2021 population of 33,526 persons. Seasonally, this number fluctuates due to enrollment at Emporia State University. The population for the area is expected to remain stable or trend slightly higher.

SECTION 2 LOCAL TRANSPORTATION NETWORK

2.a Highway System

Introduction

Separate general highway maps are provided in Section 13.c for Lyon County and Chase County. The two county regions are served by federal and state highway systems including the Kansas Turnpike Authority. Section 13.c also contains a city map of Emporia, KS along with general soil maps for Chase and Lyon County.

Lyon County/City of Emporia

Lyon County is served by KTA, Interstate 35, US Hwy 50, US Hwy 56, State Hwy 99, State Hwy 130, State Hwy 170 and State Hwy 78.

The Kansas Turnpike Authority (KTA) runs diagonally southwest northeast through Lyon County along the northwest side of Emporia. Northeast of Emporia the KTA is referred to as Interstate 335. Southwest of Emporia the KTA is referred to as Interstate 35. The breakpoint of I-35/335 is at the toll booth on the west side of Emporia where I-35 leaves the KTA and runs east-west along the north side of Emporia to the east county line.

US Highway 50 runs east-west through the center of Emporia and Lyon County. US Highway 50 intersects the KTA on the west side of Emporia and joins I-35 on the east side of Emporia.

State Highway 99 runs north south through Lyon County and the center of Emporia where it intersects U.S. Highway 50. State Hwy 99 also intersects I-35 on the north side of Emporia.

State Highway 130 serves as a north-south collector on the east side of the county. It joins the communities of Hartford and Neosho Rapids to I-35.

State Highway 170 starts at an intersection with State Hwy 99 in the eastern half of the county and runs east out of Lyon County through the community of Reading.

U.S. Highway 56 runs east west through the north half of Lyon County where it intersects the KTA, State Hwy 99, and State Highway 78. At the U.S. Hwy 56/KTA intersection, there is a toll booth (Admire Exit) allowing traffic to access the Interstate Highway System.

East of this intersection 1.5 miles, State Highway 78 runs south for 1 mile to the unincorporated town of Miller.

Chase County

Chase County is served by U.S. Hwy 50, State Hwy 150, and State Hwy 177. KTA I-35 also crosses through the county with the nearest on-ramps at Emporia to the east and Cassoday to the south.

U.S. Highway 50 runs in a general east-west direction through Chase County and State Highway 177 runs north-south through the county. State Hwy 177 intersects US Hwy 50 one mile west of Strong City.

State Highway 150 branches off from U.S. Highway 50 south of Elmdale and runs west out of the county.

Kansas Turnpike Authority/Interstate 35 runs diagonally southwest-northeast across the southeastern part of the county. There are no on-ramps to the Interstate Highway System in Chase County.

2.b Limitation On Roadway Network

Currently, the only known limitation on the network is for a culvert on South Avenue west of Prairie Street. The

culvert is currently posted for 15-26-30 tons for the three legal trucks. A permit will be required to exceed the observed posted load limit. There are no applicable truck routes, local ordinances, or hours of permitted use.

2.c Most Frequently Used Haul Routes

Collection

The City of Emporia is the most frequent user of the existing facilities. For this reason, city streets are the most frequently used collection routes within the system. Other frequently used collection routes are the individual city and county public roads and streets. Burlingame Road, Americus Road and US Highway 177 are most frequently used by other collection services. Interstate 35, US Highway 50, and Kansas Highway 99, also play important roles in the collection of refuse throughout the system.

Disposal

The disposal route is 174 miles round trip at a year 2014 average frequency of 98 trips per month. The route utilizes public roads and streets: South Avenue, Prairie Street, US Highway 50, Kansas Turnpike 335, and US Highway 24. (See Table 3.1 Number of Loads Transferred)

SECTION 3 Solid Waste Generation Information

3.a Analysis of Non-Hazardous Solid Waste Generation

Introduction

This section describes the types of materials produced within the region. In order to understand the solid waste flow of a region, one must know where and what kinds of wastes are produced. Generally, the Lyon-Chase County area is an agricultural region. However, just over two-thirds of the total population resides in the city of Emporia where manufacturing is a significant source of employment.

According to the Regional Development Association of East Central Kansas and the Kansas Labor Market:

The primary labor market for the city of Emporia is Lyon County. In the past ten years the civilian labor force has varied from 18,410 workers in 2011 to 16,598 workers in 2021. From 2011 to 2021 the annual unemployment rate varied from 6.4% in 2011 to 4.8% in 2021.

The first quarter of 2008, Tyson Foods had a major layoff of 1,800 workers. The peak unemployment rate in 2008 was 7% in May; 6.7% in June; 6.8% in July; and 6.1% in August 2008. The average unemployment rate for 2010 was 6.3%, an all-time high for Lyon County, Kansas.

In the second quarter of 2010, Hill's Pet Nutrition manufacturing plant started production and there was modest increase in trash collections The December 2018 unemployment rate for Lyon County was 3.5% with a total Civilian Labor Force of 16,617.

Inventory of Non-Hazardous Solid Wastes

Table 3.1 shows the amounts of waste accepted at the Lyon County/City of Emporia Transfer Station for disposal at Hamm's Landfill. After January of 1997, friable asbestos wastes are not accepted for disposal. Table 3.2 shows amounts of waste processed at the transfer station facility and not disposed of at Hamm's Landfill. Refer to Table 3.l for special concentrations of solid wastes such as medical wastes, contaminated soils, and household hazardous wastes.
Note: Free trash is substantially lower in 2020 due in part to not having Spring Landfill Days because of the Covid pandemic. Another factor is that tonnage from the Property Enforcement Program is now cross charged to the city. The Property Enforcement Program ended in 2025.

Table 3.1 Wastes Transferred to Hamm's Landfill (Tons)

Source	Year				
	2024	**2023**	**2022**	**2021**	**2020**
Free Refuse (Transfer Station)	100.97	126.17	143.90	1.63	1.37
Mixed Loads (Transfer Station)	3,296.83	3,066.74	2,729.69	3,232.55	3,837.20
Recycling Center Refuse	16.40	14.18	26.71	25.52	28.61
Lyon County Hazardous Waste	14.08	9.87	12.35	13.45	15.47
City of Emporia Refuse Truck	13,618.04	13,265.64	13,643.65	13,726.77	12,947.46
City of Emporia Roll Off Service	14,736.61	16,332.64	18,149.72	17,058.76	15,055.55
Steve's Trash Service	1231.03	995.78	984.87	1,240.50	1,013.50
Waste Management Service	301.29	89.47	55.61	227.45	231.88
Cottonwood Falls	832.29	820.75	829.10	853.28	814.69
Trash- C & D	37.29	28.44	25.37	16.21	15.52
Transfer Station Subtotal	**34,213.98**	**35,033.54**	**36,883.45**	**36,639.31**	**34,190.49**
Actual Transfer Amount	**33,606.70**	**34,293.64**	**36,232.83**	**35,893.48**	**33,682.70**
% At Point Reduction	**1.77%**	**2.11%**	**2.04%**	**2.04%**	**1.49%**
Number of Loads Transferred	**1,476**	**1,517**	**1,578**	**1,564**	**1,476**

Source: City of Emporia Transfer Station Log

Note: Latest figures from the US EPA indicate that US waste generation of municipal solid waste declined by 3.2% in 2008, representing the second straight year of decline. A decline of 3% from 2008 to 2009 for U.S. & Canada was reported by Waste Business Journal

Inventory of Non-Hazardous Wastes Continued…

Table 3.2 Wastes Diverted and Not transferred to Hamm's Landfill (Tons)

Substance Disposed	Year				
	2024	**2023**	**2022**	**2021**	**2020**
Construction & Demolition	10,683.27	12,986.32	12,419.12	9,328.23	10,317.98
C & D Government	1,579.12	3,214.45	6,827.72	3,656.51	3,777.89
Compost	614.76	696.47	665.12	767.01	957.07
Brush & Wood	3,609.96	2,672.77	2,454.18	3,094.10	4,841.67
Processed Tires	417.39	353.54	383.93	407.07	100.60
Pallets					
C & D Landfill Subtotal	**16,904.50**	**19,923.55**	**22,745.07**	**18,054.37**	**20,295.21**
Gallons Oil	1,372	1,945	1,254	1,233	1,626
Number of Small Tires	2,413	2,128	1,094	1,562	941
Number of Split Large Tires	76	19	48	18	454
Number of Appliances	122	103	107	159	124

Source: City of Emporia, Landfill Report

Note: Some used oil is burned in the oil furnace at Recycling Center. As of 2018, pallets are included in the C & D tonnage.
Note: The Transfer Station received 417 large tires in June 2020.

3.b AREA DEVELOPMENT

General

One way to judge the area development for a community is by the number and value of the building permits issued. The City of Emporia, Americus, Cottonwood Falls, and Lyon County are currently requiring the issuance of a permit prior to construction.

Table 3.3 Building Permits Issued in the Region

Americus			**Cottonwood Falls**		
Year	**Permits**	**Value**	**Year**	**Permits**	**Value**
2020	40	$654,403	2020	10	$12,974,711
2021	48	$291,862	2021	9	$174,900
2022	86	$1,131,353	2022	11	$668,688
2023	48	$596,652	2023	16	$16,027,500
2024	18	$782,400	2024	8	$754,519
Emporia			**Lyon County**		
Year	**Permits**	**Value**	**Year**	**Permits**	**Value**
2020	810	$43,150,843	2020	10	$1,549,500
2021	755	$62,810,742	2021	8	$1,911,000
2022	1,434	$70,132,430	2022	14	$1,589,000
2023	767	$45,598,979	2023	14	$3,977,200
2024	692	$48,442,653	2024	13	$4,551,800

Source: Americus City Clerk, Cottonwood Falls City Clerk
City of Emporia Building Permit Report, Lyon County Zoning Administrator

Multi-Family Residential Development

Multi-family residential development is primarily in the City of Emporia. Table 3.4 shows the number of units built in Emporia from 2020 through 2024.

Table 3.4 Multi-Family Building Permits Issued

Year	Permits & Units
2020	27 Permits – n/a Units
2021	28 Permits - n/a Units
2022	83 Permits - n/a Units
2023	20 Permits - n/a Units
2024	7 Permits - n/a Units

Source: City of Emporia Building Permit Report

Commercial Development

Table 3.5 Commercial Development

Year	New Construction		Additions & Alterations		Demolition	Total
	Permits	Valuation	Permits	Valuation	Permits	
2020	3	$7,055,385	51	$114,437	0	$6,370,183
2021	1	$3,990,000	45	$14,967,335	4	$0.00
2022	6	$16,674,136	83	$9,204,854	0	$0.00
2023	7	$4,139,500	60	$14,747,200	1	$0.00
2024	9	$13,857,982	32	$9,815,177	0	$0.00

Source: City of Emporia Building Permit Report

One tool used to assess the commercial development of a community is to review the number of building permits issued. Table 3.5 shows the commercial construction permits issued for new construction, alterations and additions, demolition, and their respective valuations.

Note: No Value for Demolition

Industrial Development

One tool used to assess the industrial development of a community is to review the number of building permits issued. Table 3.6 shows the industrial construction permits issued for new construction, alterations and additions, demolition, and their respective valuations.

Table 3.6 Industrial Development

Year	New Construction		Additions & Alterations		Demolition	Valuation
	Permits	Valuation	Permits	Valuation	Permits	
2020	1	$56,000	2	$287,500	0	$0.00
2021	0	$0.00	8	$2,069,000	2	$0.00
2022	1	$59,994	12	$6,150,525	0	$0.00
2023	0	$0.00	12	$8,271,822	1	$0.00
2024	0	$0.00	9	$8,593,121	0	$0.00

Source: City of Emporia Building Permit Report

Emporia currently has four Industrial Parks:

- Industrial Park I opened in 1955. The park on Industrial Road covers 160 acres and is fully developed.
- Industrial Park II opened in the mid-1970's. The park covers approximately 130 acres and have a 5.85-acre tract and a 35.92-acre tract site available for development. Current tenants include: Emporia Kenworth, Glendo Corporation, Detroit Diesel, Kansas Motor Freight, EVCO, Kansa Technology, and Safeway Pet Food.
- Industrial Park III saw its first development late in 1996. The park covers 208 acres of which 119 acres are occupied and 89 acres available in size ranging from 13.7 to 23.4 acres. Current tenants include: Simmons Pet Food, and Camoplast. East Industrial Park III covers 78.28 acres of which 25.5 acres is occupied by Norfolk Iron and Metal Company. Hill's Pet Foods constructed a pet food manufacturing facility and began production in 2010 in an expansion of East Industrial Park III.

- Industrial Park IV covers 151 acres on the West side of Emporia and is currently available to develop.

Manufacturing companies account for only 1.5 percent of the total firms in Lyon County, however, manufacturing companies employ 40 percent of the total labor force.

Table 3.7 lists firms in the City of Emporia with over 100 employees.

Table 3.7 Employers in the City of Emporia with over 100 Employees

Employer	# Employees	Description
Simmons Pet Food	1400	Private Label Pet Food
USD #253	991	School District
Tyson Fresh Meats	934	Meat Processing
ESU	724	University
Hostess Brands, LLC	557	Food Production
Newman Regional Health	440	Hospital
Lyon County	271	County Government
City of Emporia	247	City Government
Hopkins Manufacturing	232	Automotive Products
Wal-Mart	183	Retail Sales
Michelin	170	Rubber Products
Norfolk Iron & Metal	147	Steel Distribution
Mental Health Center	145	Health Services
Fusion	134	Telecommunication
EVCO	122	Wholesale Food Distribution
Hills Pet Nutrition	122	Pet Food
Vek-Tek	110	Hydraulic Equipment

Source: Emporia Chamber of Commerce October, 2024

3.c Economic Condition/Standard of Living: Employment/Unemployment

Table 3.8 Labor Market Summary Estimates - 2024

Emporia Micro-Area (Chase & Lyon Counties)	
Civilian Labor Force	18,854
Employment	18,221
Unemployment	633
Unemployment Rate	3.6%

Source: Kansas Statistical Abstract 2024

Purposes and Uses of the County Business Patterns

County Business Patterns provides sub-national economic data by industry. The series is useful for studying the economic activity of small areas; analyzing economic changes over time; and as a benchmark for statistical series, surveys, and databases between economic censuses. Businesses use the data for analyzing market potential, measuring the effectiveness of sales and advertising programs, setting sales quotas, and developing budgets. Government agencies use the data for administration and planning.

Table 3.8A 2020 County Business Patterns

Industry	Chase County Establishments	Chase County Employment	Lyon County Establishments	Lyon County Employment
Total	66	515	831	11,698
Agriculture, forestry, fish, hunt	B	B	0	360
Mining	A	B	5	33
Construction	4	B	66	646
Manufacturing	3	B	37	2,712
Wholesale Trade	2	C	28	249
Retail Trade	11	56	157	863
Transportation & Warehousing	6	35	34	738
Information	1	A	16	202
Finance & Insurance	5	10	57	294
Real Estate & Rental & Leasing	2	A	39	C
Professional & Technical Services	5	A	49	132
Management of Companies & Enterprises	0	0	3	A
Administrative & Waste Services	0	0	34	269
Educational Services	0	0	7	C
Health Care & Social Assistance	3	C	104	1,624
Arts, Entertainment & Recreation	3	A	9	107
Accommodation & Food Service	6	B	95	495
Other Services, (Except Public Administration)	14	22	97	503

Source: U.S. Census Bureau, 2020

Note: A=0-19 employees, B=20-99 employees, C= 100-249 employees, D=Withheld to avoid disclosing data for individual companies.

Income

One standard by which to measure the purchasing power of a community is to figure the Median income.

Table 3.9 shows 2023 per capita income.

Table 3.9 Per Capita Income & Households & Families

	Per Capita Income 2015
Chase County	$66,523
Lyon County	$49,529
State of Kansas	$66,115

Source: Kansas Statistical Abstract 2023

Educational Attainment

Another factor affecting the quantity of waste generated within a community is the educational level attained by the residents. Table 3.10 shows the number of persons in each county, the City of Emporia, and the State of Kansas who have attained but not surpassed the listed educational level.

Table 3.10 Educational Attainment (Persons 25 years and older)

Education	Chase County	Lyon County	State of Kansas
Persons 25 Years and Older	1,872	19,452	1,933,293
Less Than High School	139	2,106	156,595
High School Graduate	606	6,494	495,115
Some College or Associates Degree	579	5,461	601,919
Bachelors Degree	417	3,011	425,528
Graduate or Professional Degree	131	2,380	254,136

Source: Kansas Statistical Abstract 2022

Housing

Table 3.11 shows the number of housing units for 2010 and 2020 and the percentage of change in the ten years. Table 3.12 shows the number of rental and vacant housing units; the median property values, vacancy rates, and rental rates are also supplied. Table 3.13 supplies the age and size as well as percentages of the units using treated water and public sewer. The number of housing permits issued in the City of Emporia from year 2018 thru year 2022 is supplied in Table 3.3 in Section 3.b

Table 3.11 Housing Units

Region	2010	2020	% Change
Chase County	1,503	1,491	-0.8
Lyon County	15,237	15,334	0.64
Emporia	11,352	11,274	0.69
Kansas	1,233,215	1,288,430	4.48

Source: U.S. Census Bureau 2020

Table 3.12 Housing Units

Region	Total	Vacant	Median Value	Rental Units	Median Rent
Chase County	1,494	443	$103,600.00	209	$570.00
Lyon County	15,957	1,765	$106,800.00	4,781	$674.00
Emporia	11,274	13,41	$88,900.00	3,797	$668.00
Kansas	1,288,430	150,101	$163,200.00	297,652	$862.00

Source: U.S. Census 2020

Table 3.13 Housing Characteristics – Estimated 2011

County	Total Units	Built Prior to 1939	≤ 1 Bedroom	≥ 4 Bedrooms	Lack Plumbing	Lack Kitchen
Chase	1,491	35.9%	7.1%	20.1%	0.5%	1.4%
Lyon	14,957	28%	11.5%	13.1%	1%	0.5%

Source: U.S. Census 2020

Assessed Valuation

The assessed valuation is determined by multiplying the appraised value by the tax levy (assessment) rate. The assessment rate is a variable that differs depending on the type and usage of the property involved. The appraisal value of a property is determined by the county appraiser in most cases. However, the Kansas Department of Revenue Division of Property Valuations conducts the appraisals of railroads, interstate trucking, and most utility companies. The utility companies appraised at the state level include but are not limited to multi-county electrical cooperatives, gas/fluid pipelines, telephone services, and other multi-county services-oriented utility companies.
Table 3.14 shows the year 2024 assessed valuation of the two counties by city and a total county valuation.

Table 3.14 Assessed Valuations

County	City	2024 Valuations
Chase	Cedar Point	$356,636
	Cottonwood Falls	$5,185,424
	Elmdale	$267,937
	Matfield Green	$489,480
	Strong City	$2,346,134
	County - Wide	$8,645,611
Lyon	Admire	$581,525
	Allen	$1,081,901
	Americus	$5,062,798
	Bushong	$100,170
	Emporia	$235,858,244
	Hartford	$2,203,012
	Neosho Rapids	$1,455,565
	Olpe	$4,557,093
	Reading	$1,059,971
	County - Wide	$251,950,279

Source: Chase County Clerk and Lyon County Clerk

3.d Waste Collection Frequency

Lyon County

City	Frequency	Vendor
Admire	Once per Week - Thursday	Waste Management
Americus	Once per Week - Friday	Steve's Trash Removal
Americus Rural Area	Once per Week - Friday	Steve's Trash Removal
Emporia	Once per Week - Automated Polycart MTTHF Route	City of Emporia
Hartford & Local Rural Area	Once per Week - Wednesday	Waste Management
Neosho Rapids & Local Rural Area	Once per Week - Wednesday	Steve's Trash Removal
Olpe & Local Rural Area	Once per Week – Monday & Thursday	Steve's Trash Removal & Waste Management Services
Reading & Local Rural Area	Once per Week - Tuesday	City of Osage

Chase County

City	Frequency	Vendor
Strong City	Once per Week – Monday	City of Cottonwood Falls
Elmdale, Toledo	Once per Week - Wednesday	Steve's Trash Removal
Cottonwood Falls	Once per Week - Thursday	City of Cottonwood Falls
Matfield Green	Once per Week - Wednesday	Steve's Trash Removal

Note: The City of Cottonwood Falls purchased refuse trucks and started providing service in

2012.

3.e Heating Energy Sources

The heating energy source can greatly affect the quantity of solid waste to be disposed of. Natural gases and electricity produce no residue for disposal. Other residues coming from wood and coal frequently cause fires in collection and transportation vehicles and landfills. Table 3.15 shows the percentages of occupied houses in year 2023 by source used for household heating.

Table 3.15 Occupied House Heating Fuel

County	Units	Utility Gas	Propane Gas	Electric	Other
Chase	1,145	44.7%	26.0%	20.1%	3.9%
Lyon	13,332	54.9%	11.0%	31.5%	0.4%

Source: Kansas Statistical Abstract 2023

3.f Recycling and Re-use

The City of Emporia recycles many materials at the Recycling Center located at 3100 W. South Avenue. Other salvagers and recyclers are contained in Section 4.B. Table 3.16 contains a list of items recycled at the City of Emporia Recycling Center as well as a column of items, by tonnages, removed from the transfer station solid waste stream for recycling *As of June 2015, recyclable materials are no longer separated except for cardboard, metals, and minimal office paper. This would account for the decrease in tonnage as well as most line items containing zeros*

Two methods of reuse utilize city forces. At-point reduction of materials occurs when a transfer station employee notices an easily salvageable item (i.e. paper, wood, metal, appliances, etc.). The employee literally picks up the item and sets it aside to recycle or reuse. At times of high volume flow this task is impossible to undertake; however, the city employees do significantly reduce the amount of solid waste transferred to Hamm's Landfill.

Table 3.16 Recycled Material/City of Emporia Recycling Center

Product	2024	2023	2022	2021	2020
Glass	0.00	0.00	0.00	0.00	0.00
Metals, Aluminum	0.33	0.30	1.39	1.20	1.29
Metals, Iron	132.44	104.85	102.31	150.79	168.32
Metals, Precious	0.44	0.22	143.04	0.40	7.26
Metals, Steel Cans	0.00	0.00	0.00	0.00	0.00
Oil	7.80	2.60	6.90	7.06	6.50
Pallets	0.00	0.00	0.00	0.00	0.00
Paper, Books	0.00	0.00	0.00	0.00	0.00
Paper, Magazines	0.00	0.00	0.00	0.00	0.00
Paper, News	0.00	0.00	0.00	0.00	0.00
Paper, OCCB	984.07	973.68	1090.42	1127.41	1061.81
Paper, Office	0.00	0.00	0.00	0.00	0.00
Plastic, #1 PET	0.00	0.00	0.00	0.00	0.00
Plastic, #2 Color	0.00	0.00	0.00	0.00	0.00
Plastic, #2 Natural	0.00	0.00	0.00	0.00	0.00
Total Tons	**1125.08**	**1081.65**	**1344.06**	**1286.86**	**1382.40**
MRF Tons	**1247.17**	**1266.26**	**1250.14**	**1368.90**	**1245.18**

Source: The City of Emporia Recycling Report

There was an average of 23 tons per trip transferred to Hamm's Landfill in 2024. The 2024 at-point reduction of recyclables at the transfer station was 314 tons (34 trips).

Note: **Advantage Metals** collects and ships over 11,000 Tons of Iron and 2,000,000 Pounds of Non-Ferrous per year.

3.g City and County Regulation

Lyon County

At the present time, there are no observed Solid Waste Regulations for Lyon County.

City of Emporia

Chapter 23 of the Code of the City of Emporia, Kansas deals with the regulation of solid waste and general practices

by the community, the municipal collection service, any private trash haulers, the landfill, and recycling. Section 13.D contains Chapter 23 of the Code of the City of Emporia and amendments and ordinances last updated December 1, 2009.

3.h New Construction & Demolition Work

Table 3.17 Construction and Demolition Waste					
Description	**2024**	**2023**	**2022**	**2021**	**2020**
C & D Waste, General	10,683	12,986	12,419	9,328	10,317
C & D Waste, Government	1,579	3,214	6,822	3,765	3,777
Total Tons	12,262	16,200	19,241	13,093	14,095
Source: City of Emporia Landfill Report					

Section 3.a contains the information on permits issued for construction within the City of Americus and the City of Emporia zoning district. The City of Americus and the City of Emporia are the only municipalities in the two county regions which require a building permit prior to construction and, thus, are the only entities which have a record of new construction and demolition work taking place year-to-year.

Table 3.17 contains the amount of construction and demolition waste which has been disposed of at the transfer station.

General construction/demolition waste is generated by the general public. Governmental C/D waste is the disposal of government project generated waste.

3.i Education

Natural Resources Advisory Board:
The Natural Resources Advisory Board improves public information about Recycling, Arbor Day, and Storm Water Pollution. An educational commercial has been produced and airs on local access channels.

Kansas Department of Health and Environment: The KDHE Bureau of Waste Management sponsors the Kansas: Don't Spoil It program. The program is funded through the state landfill tipping fee and is an integral part of the educational portion of the State of Kansas Solid Waste Management Plan. The Corporate Communications Group, Inc. was selected to develop and implement the program through public bidding. Section 13.G contains the Kansas: Don't Spoil It 1997 Public Education Specialties Catalog and information supplied by the KDHE to show the public awareness products available to county and municipal governments

Lyon County Environmental Health: Lyon County Environmental Health often addresses solid waste issues in general presentations made to the public. The format of these presentations is a slide show.

Natural Resources Advisory Board – Beginnings

In 1989, largely at the urging of local residents, the City of Emporia undertook an experiment on the practicality of curbside recycling in one small neighborhood. Wisely, the decision was made to start small and to emphasize education of the public. Each household recruited into the program received a set of three plastic receptacles for separating recyclable materials. Regular trash service was maintained but in addition a City Sanitation crew picked up the recycled materials once a week. Careful separate weight records were maintained for trash and for recycled materials. Before the trial run, volunteers from the League of Women Voters of Emporia went house to house to explain the program to homeowners. By the end of the experiment, all participants, including the League volunteers, the City Sanitation Department and the neighbors, were pleasantly surprised by the high level of neighborhood cooperation and by the success in terms of percent of waste stream diverted to recycling.

The Emporia City Commission established the Recycling Advisory Board in 1990 (City Ordinance 90-20) and mandated that the Board "improve public information in recycling." The Board originally consisted of four members named by the City Commission, and one named by the Lyon County Commission. As the Board broadened its

educational mandate, additional people were drawn in. Currently working with the Board is: the director of the Flint Hills Resource Conservation and Development Council, a representative of the Cooperative Extension Service and the Supervisor of the Emporia Sanitation Division.

Natural Resources Advisory Board – Beginnings… continued

In 2005 the Recycling Advisory Board was blended into the new Natural Resources Advisory Board. Membership includes appointees from Chase and Lyon Counties and the City of Emporia to include no less than eight or more than twelve members. In addition to speaking to school groups and to service organizations, members of the Board have taken on a number of projects as indicated on the following pages.

Recycling Awards: Starting in 1992, the Recycling Advisory Board annually presents recycling awards at a public meeting of the Emporia City Commission. In a typical year, two top C.A.R.E. (Community Area Recycling Excellence) awards and six master recycler awards are presented.

Brochure: Since 1994, the Recycling Advisory Board has produced an informational brochure on recycling in the Emporia area. In addition to telling what materials are accepted at the Emporia Recycling Center and by the Lyon County Household Hazardous Waste Facility, the brochure indicates where a wide variety of materials including such items as scrap iron, old clothing and old furniture – are accepted for reuse. Copies of the brochure (see Attachment 13.I) are available at public places such as the Water Department, Police Department and libraries. An attempt is made to distribute brochures to a wide cross-section of groups in Emporia, including churches, scout groups, social organizations and study groups. Since 1998 the brochure has been distributed as an insert in the regional Shopper to Chase County residents and to Lyon County residents outside Emporia, with the two County Commissions footing the distribution bill.

Earth Day Outing for Fifth Graders: In 1996, the Recycling Advisory Board organized an outdoor experience for approximately 300 Emporia public school 5th grade students at Camp Alexander. This was a success and has been repeated each year since then. A second day has been added so the event now includes all of the public school fifth graders in Lyon County. Classroom groups rotate through a series of activities and demonstrations, including nature hikes, tree planting, conservation artwork, insects, aquatic invertebrates or birds, home recycling, groundwater, surface water and household hazardous waste. Camp Alexander is on the Neosho River, about 6 road miles east of Emporia on a hilly farm site donated by Edward Jones Alexander who came to this area in the 1880s. The Recycling Advisory Board members continue to be presenters, but as of 2000, the Camp Alexander staff has taken over administrative responsibility for the Earth Day events.

Phone book recycling: Starting in 1993, the Recycling Advisory Board has worked with Southwestern Bell and Dillon's Stores to set up bins to encourage recycling of old phone directories. Since 1996, the sixth graders at Emporia's Lowther North School have worked with the Recycling Advisory Board in this "Project Re-directory." In both 1996 and in 1999, the students collected enough directories to overfill the Sanitation Department's large stock trailer.

America Recycles Day: The Recycling Advisory Board has been a part of this national event since 1998. Recycling in the Emporia area is encouraged in the following ways: recycling pledge cards are made available at the Recycling Center, Wal-Mart, and both Dillon's Stores and in Lyon County schools. The pledge cards are put into a local drawing for local prizes including a mulching mower donated by the city, a bicycle donated by Wal-Mart and other prizes donated by local merchants. The pledge cards are then forwarded to the national organization for a national drawing.

Recycling video tapes: Former Recycling Advisory Board Chair Ann Havenhill in 1999 was recognized by the J.C. Penney Foundation for her volunteer service. She designated that the $1000 cash award go to produce three 30-second public service announcements and a twenty-to-thirty-minute educational video to be used by the Recycling Advisory Board members in local presentations to student groups, service clubs, etc. The Public Service Announcements have been shown on Emporia and Topeka cable outlets.

Recycling Trailers: The City of Emporia Sanitation Department owns a large stock trailer. The trailer was used for picking up large volume recyclables from its business routes. In 1995, Emporia Senior Girl Scout Keyna Bogner proposed that the trailer be fitted with barrels and used as a weekend drop-off site for recyclables for east side residents who live farthest from the Emporia Recycling Center. Her project has continued with two changes: the trailer is no longer manned, and it has been moved to a more public site, at the parking lot of Emporia's east Dillon's grocery store.

In 1998, the Recycling Advisory Board initiated another remote collection site, this one in Americus (population approximately 1000, about 10 road miles northwest of Emporia). On two afternoons of each month, the City's stock/recycling trailer was made available for citizens to drop off recyclable materials. The sixth, seventh and eighth grade science students at the Americus Elementary School supervised the sorting of recyclables and the school janitor donated the use of his heavy-duty truck to pull the trailer

In April 1999, the Recycling Advisory Board working with the Flint Hills Resource Conservation and Development Council submitted a Solid Waste Management Grant proposal to KDHE to extend the recycling trailer idea to other small Lyon and Chase County communities in the Emporia region. The proposal was funded and two trailers started operating in October 1999. Each of the following towns currently stages the trailers twice per month: Americus, Admire, Hartford, Reading, and Neosho Rapids in Lyon County; and Strong City and Cottonwood Falls in Chase County. The City of Olpe stages a trailer once per week in Lyon County. Matfield Greene and Cedar Point use a trailer once per month in Chase County; and the trailer is set at Kahola Lake on major summer holidays. Each county commission provides a truck and driver to move the trailers for its communities, and the staff of the Emporia Recycling Center unloads the trailers and prepares them for their next run.

In January 2004 the Flint Hill Resource Conservation and Development Council received two Recycling Trailers purchased with KDHE Grant Program funds to be used in the region.

Note: In 2016 Chase County purchased a single trailer to service Cedar Point, Cottonwood Falls, Kahola Lake, Matfield Green, & Strong City. The trailer is now brought in once its full after setting at multiple locations. There are no longer individual weights for each of these towns.

Table 3.18 Regional Recycling Trailer (Pounds Collected)

Year	2024	2023	2022	2021	2020
Admire	12,130	12,520	12,300	12,590	14,100
Americus	12,480	12,420	12,010	16,990	20,020
Hartford	17,840	18,280	19,250	19,610	20,530
Neosho Rapids	15,180	14,310	14,530	12,990	14,520
Northern Heights	5,890	6,660	7,250	7,770	6,740
Olpe	80,160	78,360	77,490	77,540	77,970
Reading	14,450	13,640	12,400	13,340	13,860
Chase County	85,090	82,260	0.00	0.00	0.00
Totals	**243,220**	**238,450**	**238,050**	**160,830**	**153,654**

Source: City of Emporia Recycling Trailer Report

In 2011, The Natural Resources Advisory Board was tasked by the Emporia City Commission to explore options and costs for a residential curbside recycling collection program.

The results of this study were presented to the commission on March 28th, 2012.

Note: *On September 19th, 2012, The City Commission adopted a resolution of intent as per KS. Statute 12-2036. The resolution of intent must be adopted 180 days prior to passing an ordinance to create a curbside recycling program. A mandatory public hearing was hosted March 11th, 2012. The City Commission adopted Resolution 3515, a Resolution of Intent to create a curbside recycling program on September 19th, 2012. On January 9th, 2013, the City Commission directed that the program be forwarded for consideration of preliminary approval. The residential curbside recycling program was preliminarily approved on January 16th, 2013. The curbside recycling program began services on June 1st, 2015.*

3.j Access To Recycling Markets

Access to the recycling markets for Lyon County and Chase County is greatly limited. However, there are several salvage, recycle, and reuse markets in the City of Emporia. Section 4.b of this solid waste management plan contains a current listing of recycling programs within Lyon County and Chase County.

3.k Distribution of Solid Wastes Within the Study Area

Table 3.19 shows the distribution of solid waste processed at the Lyon County/City of Emporia Transfer Station.

Table 3.19 Waste Received by Source (Tons)

Refuse Disposed	Year 2024	2023	2022	2021	2020
Refuse Truck, City of Emporia	13,618	13,265	13,683	13,726	12,947
Roll Off Truck, City of Emporia	14,736	16,332	18,149	17,058	15,055
Mixed Loads	3,296	3,066	2,729	3,232	3,827
Refuse Truck, Steve's Refuse Service	1,231	309	1,200	1,025	1,227
Refuse Truck, Waste Management Service	301	89	55	227	231

Source: Emporia/Lyon County Transfer Station Log

3.l Special Concentrations of Solid Waste

This section deals with those wastes which require attention special in nature in order to ensure proper disposal.

Special Concentrations of Solid Waste Accepted at the Transfer Station/Landfill Facility

Table 3.20 shows the special concentrations of solid waste which have been accepted at the transfer station/landfill facility. Construction and demolition waste are deposited in an area on the west side of the transfer station grounds. Tires received at the landfill are split around their circumference and buried in the tire mono-fill cell. The majority of used oil is sold to a recycler with the remainder burned in an oil burning heater at the Recycling Center. Non-friable asbestos is buried along with other demolition wastes. Friable asbestos is not accepted at the transfer station.

Table 3.20 Special Concentrations of Solid Waste (Tons)

Description	Year 2024	2023	2022	2021	2020
Compost	614	696	665	767	957
Brush & Wood	3,609	2,672	2,454	3,094	4,841
Construction & Demolition	10,683	12,986	12,419	9,328	10,317
Construction & Demolition Gov.	1,579	3,214	6,822	3,765	3,777
Processed Tires (Tons)	417	353	383	407	400
Oil (Gallons)	1,372	1,369	1,254	1,233	1,404
Small Tires (Number)	2,413	2,128	1,094	1,562	941
Large Tires, (Number)	76	19	48	18	454
Appliances (Number)	122	103	107	159	124

Source: Transfer Station/Landfill Report

Special Concentrations Accepted at the Lyon County Department of Hazardous Waste.

The Department of Hazardous Waste is operated by Lyon County personnel. Also, a Satellite Facility is located in Cottonwood Falls. Table 3.21 shows the amount of each item, including pesticides, accepted at the Household Hazardous Waste facility from 2020 through 2024. During this time period, 9,366 residents were served. * 2012, household batteries no longer contain mercury and are not considered hazardous waste.

Table 3.21 Hazardous Waste – Pounds

Description	2024	2023	2022	2021	2020
CFL's	0	0	5,000	140	900
Corrosive Acid	792	1,002	1,843	1,790	962
Corrosive Base	792	1,002	1,843	1,790	962
E Waste	35,250	35,828	35,750	29,492	29,501
Flammable/Pesticide Liquids	1,551	3,486	3,066	3,913	3,326
Flammable/Pesticide Solids	0	0	0	0	0
Antifreeze	680	683	596	1,545	7,094
Used Oil (8.0 lb. per gallon)	15,000	10,375	16,227	19,410	17,853
Auto Batteries	1,500	0	0	210	0
Lithium Batteries	245	0	0	0	0
Total Pounds Waste Received	**113,183**	**93,049**	**128,281**	**102,062**	**107,323**
Total Participants for the Year	**1,998**	**1,983**	**2,120**	**2,030**	**1,235**
Total Disposal Costs for the Year	**$22,695**	**$22,160**	**$22,397**	**$21,149**	**$21,769**

SOURCE: Lyon County Department of Hazardous Waste

Special Concentrations of Wastes Not Accepted

The Solid Waste Transfer Station and Hazardous Waste Department in Lyon County do not accept several types of wastes which could be described as having concentrations special in nature:

- Abandoned Vehicles – (autos, buses, farm machinery) - Abandoned (out-of-service) vehicles may be taken to automotive salvage yards for recycling, salvage, and reuse.

- Agricultural Wastes – (manure, crop spoilage, crop residue) - Agricultural wastes are generally reapplied to farmland.

- Hazardous Construction/Demolition Wastes – (asbestos, hazardous materials) C/D wastes must be disposed of in an appropriate manner. Asbestos and other hazardous wastes are regulated and therefore require special permits for disposal. For disposal permits and regulations for specific substances, the KDHE should be contacted. The phone number is: (785) 296-1600.

- Dead Animals – (over 80 pounds) - Dead animals are generally picked up for a small charge by rendering companies.

- Medical Waste – Health care providers or commercial generators may dispose of medical waste by permit at Newman Hospital.

- Liquid Waste - Liquid waste is not accepted by the Transfer Station. The Hazardous Waste Department may accept some liquid wastes, dependent on the volume and nature of the waste.

- Septic Wastes – (septic tank sludge) – Septic Tank Sludge is accepted at the Wastewater Plant by permit only.

- Sludge – (car wash mud) – Car wash mud is accepted at the Wastewater Plant by permit.

In October 1997, the City received approval for the closure plan of the City/County Sanitary Landfill. In October of 1998, the Kansas Department of Health & Environment notified the City of Emporia that the sludge from the Wastewater Treatment Plant (WWTP) could no longer be disposed of at the landfill. The sludge from the Wastewater Treatment process is currently stored at the WWTP and is land applied by a private contractor. The WWTP has a 4-to-6-month storage capacity for processed sludge and an approximately 36 ton storage area for car wash mud.
The City of Emporia does not accept any Industrial waste that cannot be processed through the Wastewater Treatment system. Domestic Waste will only be accepted by the waste hauler. Acceptance of industrial sludge is at the sole discretion of the City Manager. A list of sludge producers is listed in table 3.22 below.

Table 3.22 Industries Producing Sludge

Industry/Producer of Sludge	Sludge Disposal Method
Bunge Corporation	Land Applied and Private Licensed Disposal Companies
Camoplast Rockland LTD.	Private Licensed Disposal Companies
Fanestil Meats	Land Applied
Hills Pet Food	Land Applied
Hostess Brands	Land Applied
Simmons Pet Food Inc. (Formerly Menu Pet Food)	Land Applied
Vektek Incorporated	Private Licensed Disposal Companies
City of Emporia, KS Wastewater Treatment Plant	KDHE 503 Sludge Regulations

3.m Estimate of the Future Production of Solid Wastes

This section estimates the future production of solid waste by the total Chase County and Lyon County population. The estimate of production of solid waste is tabulated in table 3.23. Calculations are based on the 2024 population and the 2024 landfill disposal records. The approximate population who disposed of their refuse through the transfer station facilities in 2024 was 34,751. The total Transfer Station Refuse Intake in 2024 was 33,606 tons. The total amount of compost not transferred to Hamm's Landfill in 2024 was 614 tons. The total amount of construction and demolition waste not transferred to Hamm's Landfill was 12,262 tons. Using this information and assuming a 3% per five-year population growth rate; future solid waste generation is as follows:

- Waste Received = 3.843 pounds/person/day
- Compost = 0.143 pounds/person/day
- C/D Waste = 1.415 pounds/person/day

Table 3.23 Estimated Future Tons of Solid Waste

Year	Population	Refuse	Compost	C/D
2035	28,973	36,803	1,044	11,292
2040	29,842	37,907	1,073	11,630
2045	30,737	39,044	1,005	11,978
2050	31,659	40,215	1,040	12,337
2055	32,608	44,421	1,071	12,707

Source: Transfer Station Report 2023

SECTION 4 Existing Solid Waste Systems

4.a Current Storage, Collection, Processing, and Disposal Activities

Storage:

- In Emporia, residential solid waste is stored in city owned polycart. Commercial and Industrial Refuse is stored in private and city-owned dumpsters and 10, 20, 30 and 40 cubic yard roll-off units.

Collection:

- Residential Emporia: Municipal curb-side collections are once a week. This service is billed monthly by the city. Commercial Emporia: Depending on the demand, the customers are serviced from once per week up to six times per week. Special pick-up is also provided on an as-needed basis.
- Industrial Emporia: Depending on the demand, the customers are served from once per week up to six times per week. Special pick-up is also provided on an as-needed basis.
- Urban Lyon County/Chase County: Municipal curbside collections are once per week. The service is billed directly to the customer; no special collections are made for grass clippings.
- Rural Lyon County/Chase County: Private haulers pickup solid waste at designated locations and frequency varies with source. This service is billed directly to the customer.
- Medical Waste: Newman Regional Hospital in Emporia is a drop off site for Biological Hazardous Wastes generated by local health care providers. Medical waste is picked up twice per week by Waste Management Health Care Solutions. Also, medical waste is picked up at the Lyon County Environmental Health Center twice per month. All waste of this nature must be "Red Bagged" and clearly labeled as "Bio-Hazard".

Transportation:

- En Route to Transfer Station: In Emporia, collection of residential solid waste is conducted by the city which transports the refuse an average of 2-3 miles to the existing transfer station. Primarily, the collection of commercial solid waste is achieved by city provided roll-off units or dumpsters and is picked-up weekly by city collection vehicles (20 cubic-yard rear loading units). However, in some cases, commercial collection is manually completed using curbside or alley service. Transportation to other cities and rural residences is done by private haulers.
- En Route to Hamm's Landfill: The refuse is transferred using fully loaded semi-trailers owned and operated by Hamm Quarries, to the Hamm Quarries Subtitle D Landfill located in Jefferson County, Kansas. The round-trip distance is 174 miles.

Intermediate Disposal and Resource Recovery

General

The Lyon County/City of Emporia Transfer Station handled **34,293** tons of refuse in **2023**. The total wastes transferred to Hamm's Landfill was **35,033** tons. This is a recovery of **740** tons or **2.11%** diversion rate for the year. The transfer station is located at 3100 West South Avenue on the southwest side of Emporia. The haul distance for the City of Emporia refuse trucks (the main users) is approximately 2 miles.

The site for the transfer station is situated in a region of Emporia which is not considered an area for prime development. For this reason, there is currently enough land available on-site and surrounding the facility to make any upgrades deemed necessary in the near future.

The transfer station facility is currently capable of handling a much larger amount of solid waste with the addition of minimal staff. The tipping floor is approximately 5400 square feet. Building construction of a new recycling center was completed in early 1999.

Construction/Demolition Landfill

The City of Emporia/Lyon County operates a Construction/Demolition Landfill otherwise known as C&D Landfill. All citizens of Chase and Lyon counties and businesses operating within Chase & Lyon counties may use the landfill.

Items accepted at the C&D Landfill are in accordance with K.S.A. 65-3502 to include solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from construction or demolition projects; motor vehicle window glass; vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup. Such wastes include, but are not limited to bricks, concrete, and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging. Also accepted; wooden pallets; street sweepings (litter removed); floor tile, siding and roofing materials containing non-friable asbestos; trees, brush, sod; metal scrap. (See K.S.A. 65-3502 for complete listing and handling procedures of acceptable materials). The C&D Landfill is being developed in cell phases.

The City of Emporia/Lyon County received notification from Kansas Department of Health and Environment that its updated application for operation of a Municipal Solid Waste Transfer Station, Waste Tire Monofill, Construction and Demolition Landfill, and Yard Waste Composting Facility; Permit #145, received certification on July 6th, 2021.

Currently, additional sites have been identified adjacent to the existing area where new cells can be developed. Landfill life expectancy with new cell development exceeds fifty years at current disposal rates.

Provisions for operations and closure are contained in the C&D Landfill Operations Report (Appendix 13.J) and the Construction Quality Assurance Plan (Appendix 13.k).

Expenditures/Revenues

The tipping fees charged were derived with the idea of offsetting the operating costs of the facility. For this reason, the fees charged for solid waste disposal have substantially increased since the landfill closed in April of 1994. Figure 4.1 shows the expenditures and revenues associated with the transfer station facility and collections. Table 4.1 and 4.2 show the current tipping fees and hours of operation.

Transfer Station Personnel Costs, Contractual Costs, Commodities Costs, Financial Costs, Capital Improvement Costs and Revenues are included within the following City of Emporia budget. *Note: The city of Emporia evaluates all viable vehicle/equipment on the current market, including alternative fuels.

Also, note that Lyon County Government budgets for solid waste expenditures for: illegal dump site cleanup; county recycling program; and emergency equipment loans to the Transfer Station. These costs are not included in the following budget

Figure 4.1

City of Emporia, Kansas 9/6/2023

5 year Budget

10/9/25 6:44 PM

2023-2028

Revenue Detail and Expenditure Summary

Cash Basis

SOLID WASTE DISPOSAL FUND

	2020 (Actual)	2021 (Actual)	2022 (Actual)	Budget 2023	Budget 2024	Budget 2025	Budget 2026	Budget 2027	Budget 2028
BEGINNING CASH	$3,110,960	$3,573,194	$4,002,114	$3,549,209	$2,658,924	$1,603,924	($917,350)	($2,400,382)	($3,907,404)
REVENUE									
Refuse Collection Fees	$2,778,214	$2,964,876	$2,971,094	$2,964,876	$3,050,000	$3,050,000	$3,050,000	$3,050,000	$3,050,000
County Contract	$0	$0	$0	$0	$0	$0	$0	$0	$0
Loss on Sale of Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest on Investments	$20,595	$2,276	$26,458	$89,000	$70,000	$55,000	$55,000	$55,000	$55,000
Insurance Recovery	$0	$58,510	$0	$0	$0	$0	$0	$0	$0
Trf from Health Ins - Premiums	$0	$0	$0	$0	$0	$0	$0	$0	$0
Resale of Recyclables	$93,356	$181,252	$201,913	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000
Box Container Fees	$1,697,825	$1,936,847	$2,063,528	$2,270,000	$2,270,000	$2,270,000	$2,270,000	$2,270,000	$2,270,000
Landfill Fees	$593,564	$537,818	$562,540	$608,000	$608,000	$608,000	$608,000	$608,000	$608,000
Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$31,546	$19,000	$23,247	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800
TOTAL RECEIPTS	$5,215,101	$5,700,579	$5,848,781	$5,996,676	$6,062,800	$6,047,800	$6,047,800	$6,047,800	$6,047,800
EXPENDITURES									
Personnel Services	$1,834,321	$1,856,088	$2,093,650	$2,338,122	$2,450,264	$2,548,136	$2,649,923	$2,755,781	$2,865,874
Vacancy	$0	$0	$0	($45,146)	($47,329)	($49,222)	($51,191)	($53,239)	($55,368)
Maintenance & Repair	$191,335	$286,358	$325,946	$313,500	$390,500	$390,500	$390,500	$390,500	$390,500
Commodities	$172,559	$274,739	$332,164	$425,350	$428,000	$418,500	$482,500	$482,500	$482,500
Other Charges	$121,801	$133,708	$137,727	$218,800	$220,735	$228,530	$229,970	$235,650	$242,183
Capital Outlay	$224,628	$481,908	$72,612	$885,000	$655,000	$2,010,000	$806,500	$721,000	$346,000
Trf to Project fund	$0	$0	$814,627	$0	$86,000	$86,000	$86,000	$86,000	$86,000
Utilities	$38,914	$41,941	$50,501	$64,150	$72,000	$72,000	$72,000	$72,000	$72,000
Communications	$27,618	$37,454	$41,954	$49,900	$49,900	$49,900	$49,900	$49,900	$49,900
Travel & Training	$588	$1,607	$7,606	$8,750	$8,750	$8,750	$8,750	$8,750	$8,750
Contractual Services	$1,333,657	$1,428,981	$1,613,185	$1,693,675	$1,855,500	$1,857,500	$1,857,500	$1,857,500	$1,857,500
Administrative Fee 17%, 16%	$820,683	$870,040	$895,433	$934,860	$948,480	$948,480	$948,480	$948,480	$948,480
Outstanding PO's	$262,564								
Excess Carryover				$0	$0				
Change in Liabilities	($275,801)	($141,164)	($83,720)	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$4,752,866	$5,271,660	$6,301,686	$6,886,961	$7,117,800	$8,569,074	$7,530,831	$7,554,823	$7,294,318
NET CHANGE IN CASH	$462,234	$428,920	($452,905)	($890,285)	($1,055,000)	($2,521,274)	($1,483,031)	($1,507,023)	($1,246,518)
ENDING CASH	**$3,573,194**	**$4,002,114**	**$3,549,209**	**$2,658,924**	**$1,603,924**	**($917,350)**	**($2,400,382)**	**($3,907,404)**	**($5,153,922)**
Base for reserve calculation	$4,528,239	$4,789,752	$6,229,074	$6,001,961	$6,462,800	$6,559,074	$6,724,331	$6,833,823	$6,948,318
20% cash reserve amount	$905,648	$957,950	$1,245,815	$1,200,392	$1,292,560	$1,311,815	$1,344,866	$1,366,765	$1,389,664
Amount over 20% Cash Reserve	$2,667,547	$3,044,164	$2,303,394	$1,458,531	$311,364	($2,229,165)	($3,745,248)	($5,274,169)	($6,543,586)
Percentage	78.91%	83.56%	56.98%	44.30%	24.82%	-13.99%	-35.70%	-57.18%	-74.18%
Personnel services includes a 2.5% merit pay increase									
5% increase for health insurance	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R
Admin fee at 16%	0%	0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46
	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27
	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01
Principal Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0
Depreciation	$389,418	$392,526	$422,441	$445,000	$445,000	$445,000	$445,000	$445,000	$445,000
Capitalized Assets	($238,347)	($467,157)	($6,433)	($885,000)	($655,000)	($2,010,000)	($806,500)	($721,000)	($346,000)
Change in Liabilities									
ADJUSTMENTS	$151,071	($74,630)	$416,009	($440,000)	($210,000)	($1,565,000)	($361,500)	($276,000)	$99,000

Revenue continued

Table 4.1 Tipping Fees		
Description		**Fees**
Mixed Loads	$48.45 per ton	$2.42 per 100 lbs./$10.00 minimum up to 500 lbs.
Packer Truck Fee	$45.42 per ton	
Box Pickup - Trash	$96.01 per ton	
Box Pickup - C&D Waste	$63.27 per ton	
Box Pickup - Wood	$45.83 per ton	
Construction/Demolition Waste	$26.33 per ton/$10.00 minimum up to 500 lbs. or $1.31 per 100 lbs.	
White Goods (Appliances)	$30.55 each	
Special Wastes	$75.76 ton plus administrative & handling fee	
Yard Waste/Brush/Tree Logs	No Charge-for residential Commercial $10.00 per ton	
Out of Chase or Lyon County	$71.10 ton minimum plus approval and $39.50 for C&D	
Industrial Refuse	$68.47 per ton plus administrative cost (KDHE Disposal Permit Required)	
Tire: 20" or smaller	$3.36 each	
Tire: 21" - 24.5"	$6.56 each	
Tire: Larger than 24.5"	Accepted Only if Split	
Tire: Processed	$25.00 per ton	
Penalty Fee (Unsecured Load)	$13.00 minimum or double the amount of charges; whichever is greater	
Fuel Surcharge	$.15 per each 500 pounds (evaluated each calendar quarter by City Commission)	
Source: City of Emporia Code, Chapter 23; Solid Wastes		

Operations

There are currently seven full-time employees at the transfer station facility. These seven city employees are currently keeping the transfer station facility open Monday through Saturday, and Sunday afternoons. Table 4.2 provides hours of operation.

Table 4.2 Transfer Station Hours of Operation	
Day	**Business Hours**
Monday - Saturday	8 a.m. to 5 p.m.
Sunday	1 – 5:00 p.m.
New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve. at noon, & Christmas Day	Closed

4.b Inventory of Recyclers

Table 4.3 list of recyclers contains many of the programs, persons, or organizations in the region that recycle, reuse, or reprocess materials which would otherwise be disposed of in a Subtitle D landfill.

Table 4.3 Regional Recycling		
Name & Address	**Hours of Operation**	**Material Accepted**
City of Emporia 3100 W. South Ave. 620-340-6360	M-S 8:00-5:00 Sunday 1:00-5:00	Paper, Cardboard, Plastic, Glass, Motor Oil, Compost, Grass Leaves, Tree Limbs, Christmas Trees *All Above Accepted Free of Charge* Recycling Drop Off Site-Dillons East (TH-F) 902 E. 12th Ave. Commercial Business Cardboard Pick-Up 620-340-6339
Flint Hills Battery 615 Graham St. 620-342-2842	M-F 8:00-5:30 Sat. 8:00-12:00	Batteries
Advantage Metals Recycling, LLC 302 Graham St. 620-342-1122	M-F 8:00-4:30 Sat. 8:00-12:00	Scrap Metals, Precious Metals
Note* Girl Scout Building & Aluminum Recycling closed in 2021		

Inventory of Recyclers…continued

Hetlinger Developmental Services Inc. 707 S. Commercial 620-342-1087	M-F 8:00 - 3:00	Aluminum Cans
Lyon County Hazardous Waste 3000 W. South Avenue 620-340-6365	M-F 8:00 - 4:00	Household/Cleaning Products, Paint/Finishing Products, Garden/Pest Control Products, Automotive Products
Westside Recycling 3401 W. 6th Ave 620-794-3772	M-F 8:00 - 5:00 Sat. 8:00-12:00	Scrap Metals

4.c Existing Solid Waste System Organizational Structure

Storage: Storage is done by those persons, firms, or organizations which generate the waste. In the City of Emporia, the storage system can be altered by a change in the City Ordinances. It is unlikely that any change would occur in either county unless it is forced by legislation. Storage does not provide any revenue.

Collection: Collection is carried out by the city forces and privately owned operations. Pick-up dates are frequently juggled around busy seasons, such as Christmas and Thanksgiving. Revenues are generally produced by billing clients once a month. The municipal collection system can be changed in the City of Emporia by changing the city ordinance which governs the collection of waste. The rural collection system is less regulated, and changes occur with little or no planning.

Transportation: Solid waste is transferred to the transfer station using packer trucks and 10/20/30/40 cubic yard roll-off units. Revenues are produced by charging a tipping fee. The transportation of the solid waste to Hamm's Landfill utilizes semi-trailer units. The frequency increases with demand. Changes in the operation are determined by the city and county commissions. No revenues are produced. The loaded weight is limited by state regulations.

Intermediate Disposal and Resources Recovery: Transfer station employees manually recover solid wastes for reuse and recycling. Intermediate disposal is completed through distribution back into the community; resource recovery is accomplished by the general public using the previously listed recyclers. Recycling could be increased by raising the amount paid for recyclables. One disadvantage is that only certain materials, such as compost, may be redistributed to the community. The revenue gained by this stage of the system is immeasurable. Less refuse must be transferred to other landfills; thus, there are lower transfer fees. Additionally, recycling greatly reduces the impact on the environment.

Summary: Typically, any change in the organizational structure of the solid waste system is determined by the city or county commission responsible for the specific task. The City of Emporia engineer may, in some circumstances, be asked by the commission to come up with more economical processes or routing. Operating revenues for the transfer station are obtained by charging a tipping fee to the persons, firms, or organization utilizing the facility. The haulers, whether private or municipal, charge their customer a monthly fee to recover the cost of using the transfer station facility. Any time a new service is required, the schedule (route) of the hauler is slightly altered to make the collection.

SECTION 5 Solid Waste Issues and Problems

5.a Environmental Management Objectives

The objectives are to minimize the amount of solid waste to be handled and to process it in the most efficient manner which is consistent with current (and future) environmental concerns. The governing agencies have committed necessary funding to the operation of the transfer station facility.

The Solid Waste Management Committee should continue to listen to the citizen comments and complaints so that regulations concerning waste collection and disposal can best serve the public and environment.

In order to reach the environmental management objectives, the Solid Waste Management Committee shall keep open lines of communications with private haulers and recycling businesses to ensure that their efforts are compatible with the benefit of the public.

At the present time, the specific items of concern are:

- Compost
- Waste tires
- Recycling market
- Illegal dumping
- Cost – transfer station costs
- Recycling
- Wood chips

5.b KDHE Regulations and Standards

Transfer Station

Aesthetics: Local aesthetics have been enhanced by transferring the waste to a remote site rather than disposing of it at a site near Emporia.

Physical Hazards: The personnel and public are at less risk of sustaining an injury since the waste is removed daily.

Odors and Air Pollution: Odor pollution has been mildly decreased due to the transfer of waste to Hamm's Landfill. The remaining odor is from the surrounding wastewater lagoons and the tipping floors.

Litter: The perimeter of the transfer station site utilizes a 6-foot chain-link perimeter fence to retain blowing litter.

Water Pollution: The transfer station eliminates any concerns about ground water pollution from the future disposal of solid waste by landfill. The tipping floor of the transfer station is drained into the public sewer system. In addition, the expenses associated with a leachate collection system will be avoided. Also, storm water runoff that comes in contact with construction/demolition landfill is contained in holding ponds.

Toxic and Biological Hazards: The personnel and the public are at less risk to toxins and biological hazards than in previous years. Since personnel are on hand at all times, it is easier to regulate the flow of materials, including toxic wastes, which are entering the system. Also, Newman Memorial Hospital disposes biological waste through Stericycle of Kansas City, with a twice per week pickup.

5.c Public Health Concerns

This section comments on the issue of containment of solid waste to prevent access by flies, rodents, stray dogs and cats, and wildlife.

- Under ideal conditions, the housefly can complete its breeding cycle in as little as eight days. Flies have been associated with diseases such as typhoid fever, salmonella, E. coli infections, eye diseases, and pin worms. Also, a recent study at Johns-Hopkins School of Public Health has associated the spread of antibiotic resistant bacteria with waste from animals that have been fed antibiotics.

- Rodents are associated with hantavirus, plague, murine typus, rickettsialpox, leptospirosis, and others. The control of rabies in communities is aided by the use of proper solid waste disposal. Domestic and wild animals are attracted to human garbage, trash, and refuse.

- To control potential health concerns in our community, it is important to limit vector access to solid waste. This may be accomplished by providing adequate collection services and vector-proof containers. All plans should provide for containers which are easily secured, transported, and cleaned. Routine collection should reduce or eliminate the accumulation of solid waste to reduce vector attraction.

5.d Future Constraints

Certain types of waste are not suitable for handling through the transfer station. These include construction and demolition wastes, tires, asbestos, automobiles and sludge.

Future constraints will require new and innovative ways of disposing of these items that are not feasible to transfer to a Subtitle D landfill.

5.e Future Needs

Lyon County, Chase County, and the City of Emporia should emphasize the economic impact that the recycling of materials has on reducing the transportation costs for the transfer station.

One possibility would be to find new methods by which to increase recycling. Another possibility would be to create some sort of incentive program which would influence the users of the system to utilize recycling on a daily basis. Any decision made would need to be very economical in all aspects in order for the incentive program to be a success.

Some cities across the nation offer rebates for mulching mowers and eliminate their compost collection. The key disadvantage to this incentive is that residents will inevitably place some grass clippings in with the refuse collection. For this reason, it is advisable to institute a weight-based or volume-based collection program with the rebate incentive.

As previously mentioned, a weight-based or volume-based collection system is an incentive to reduce the amount of refuse which is disposed of. Another key advantage to these types of systems is the amount of recycled products generally increases.

Education and Logistics of Curbside Recycling is something that has been closely looked at for the last 6 years. An Amendment was passed in July of 2012 and education will continue to be a major component of the program.

5.f Natural Disaster

The two catastrophic disasters most likely to occur in the Management Area are floods and tornadoes. Lyon and Chase Counties and the City of Emporia have Emergency Operation Plans which include debris removal guidelines. Although Third Class Cities within the region have the same solid waste disposal issues, the City of Emporia would have the largest impact due to its size and population and will be used as an example for the Management Plan.

In the event of a disaster the Kansas Department of Health and Environment district office would be requested to respond to the disaster site as soon as possible. Immediate steps should be taken to restore the normal refuse collection service in the affected area. There are fourteen City Parks; Lyon County Fairgrounds; and other government owned properties within the Emporia area and the vacant lots located east of the Transfer Station. Emergency disposal sites would be located at the nearest City Park or other government owned property approved by the Kansas Department of Health and Environment. Debris would be sorted and placed in separate piles until it could be processed on site or removed for proper disposal. The Kansas Department of Health and Environment would have to approve the emergency storage, burn, and burial sites as needed for the seven categories of managed waste. Additional machinery and manpower would be obtained from other government agencies and the private sector to enable processing, removal, and disposal of these materials.

Disposal strategies will vary according to the emergency and the following guidelines should be use as appropriate:

- Trees, limbs, and brush (green wood waste) may be ground into mulch with the Horizontal Wood Grinder. In cases where a vast amount of material dictates burning, K.D.H.E would be contacted to determine if the temporary emergency disposal site is a suitable burn area. If not, the permitted burn area at the Transfer Station would be utilized.

- Large household appliances may be delivered to or picked up by scrap iron recyclers.

- Rock and brick (Clean Rubble) may be used as fill and taken to the Lyon County Highway Department.

- Construction Demolition (C&D) encompasses a vast range of materials. Wood (lumber, etc.) can be ground and used as sub-cover for other C&D. Other material may be placed in the permitted C&D landfill. If additional space is needed there is an unused area parallel to the closed land-fill site which may be suitable for an emergency C&D area. Also, in September of 2003 the City of Emporia began preliminary measures to request a permit for height variance for the current C&D land-fill area.

- Other waste materials, including clothing, furniture and trash would be removed from the disaster site and taken to the Transfer Station. The material would then be transported by semi-trailer to Hamm's Landfill or another Subtitle D landfill unless K.D.H.E. allowed an alternate disposal method or location.

- Household Hazardous Wastes would be disposed of through the Lyon County Hazardous Waste Department. The majority of these wastes would be disposed of by a licensed hazardous waste removal company from the Lyon County site.

- Radio-Active Waste due to natural or other incident would be handled by a Hazardous Materials Team requested from Kansas Department of Health and Environment.

- Livestock would be picked up by a rendering company. If the livestock is not suitable for rendering, then K.D.H.E. would be asked for an alternate method of disposal, to include: burial on site, special waste permit for disposal at a land-fill, etc.

SECTION 6 Applicable Solid Waste Technology Options

6.a Solid Waste Management System

Volume Based Fees

A volume-based fee is a method of charging the customer by the volume of waste which is being disposed. The City of Emporia is currently using this system to regulate commercial and industrial clients.

The biggest advantage of this system is that it creates an incentive for the customer to decrease the amount of waste generated.

The disadvantage is illegal disposal of waste; customers may turn to illegally dumping their refuse in commercial dumpsters or along drainage courses such as ditches and rivers.

6.b Storage System Technology Options

In a residential setting, there are two basic types of volume-based collection programs: a can system or a prepaid bagging system. Both come in variable sizes. It is advisable to set up a curbside recycling system when using a volume-based collection program.

Variable Can System: This system can be set up in a variety of ways. The two most popular methods are (1) a monthly subscription or (2) a daily subscription to a set number and size of cans. The primary disadvantage of this type of system is the complex billing system involved. Another key disadvantage may be that the collection crew will not know each customer's rate.

Prepaid Bagging System: This system utilizes specially designed and designated bags, tags, or stickers, which are made available through area merchants and city offices. Dependent on which choice (bags, tags, or stickers) the specific agency decides to use, the only items picked up at the curb must be properly marked. Obviously, when using this system, the bags are usually overloaded (i.e. heavy). For this reason, the bag system is probably the best choice of this kind of system since they can be specially designed to reduce tears and to regulate size and weight. An advantage over the variable can system is that no curb enforcement is required, and the accounting system is greatly simplified. One possible disadvantage in smaller communities is the fluctuation of income due to the sporadic purchase of bags by customers.

Weight-Based Fees

A weight-based fee program is similar in type to the volume-based fee method. The customer is charged by the weight of the waste that is being disposed of. A weight-based system is the most popular method used at landfills and transfer stations across the country.

The biggest advantage of this system is that it creates an incentive for the customer to decrease the amount of waste generated. The disadvantage is illegal disposal of waste; customers may turn to illegally dumping their refuse in commercial dumpsters or along drainage courses such as ditches and rivers.

The City of Emporia continues to evaluate the purchase of a weight-based system. See Section 6.c for a description of the automated collection system.

6.c Collection/Transportation Technology Options

General

The current collection system utilizes city forces within the City of Emporia and private haulers throughout the rest of the two counties. The current method of residential pickup utilizes 35/65/95gallon Polycarts that are collected by trucks equipped with automated arms. Commercial and industrial collection uses a Rear-end Loading Truck and dumpsters; however, Roll-off units are available upon request. In Emporia, residential collections are once a week. The city bills customers once monthly. This system appears to be stable and will remain unchanged until the demand for more or less frequent collections changes.

Public collection

The City of Emporia is the only municipality currently utilizing automated pickup in either county. The advantage is that the governmental agency has complete control over the operation. The disadvantage is the administrative costs and additional overhead imposed upon the agency providing the services; however, these burdens are frequently offset by revenues.

Private Collection

The alternative to public collection utilizes private industry to offer the collection services. The main disadvantage associated with private collection is the loss of control which the governmental agency experiences. In order to increase the control on private industry, regulations could be imposed which would set requirements for service and hauling.

Rural Collection Options

The most efficient option for rural collection is to set up several smaller and uncontrolled dump stations at key locations throughout the county. The locations would generally be near STOP signs and main intersections. The key to this system is economical placement and ease of use. The disadvantages to this system are the capital costs, vandalism, maintenance costs, blowing litter, disposal of hazardous substances, and aesthetics.

Automated Collection System

The City of Emporia uses an automated residential collection service. Each route services 550 to 750 homes per day. One aspect of the automated selection system is reducing the frequency of collection to once per week. This way one driver and one truck can service approximately 2300 residences in a four-day period. The fifth day is for truck maintenance or the shifting of routes due to a holiday. Recycling could utilize the automated collection service.

Disadvantages of this system:

(1) The containers are still the property of the governmental agency and, thus, it must be decided who is responsible for the maintenance and upkeep of the containers.

(2) Curbside parking may, in certain cases, hinder the collection process in some neighborhoods.

(3) Collection could be made on only one side of the street on one-way streets when using a truck with only one picker arm.

6.d Processing System

General

The City of Emporia/Lyon County Transfer Station currently uses several of the applicable technology options available for processing solid wastes.

Table 6.1 lists the processes used and a brief description.

Table 6.1 Technology Currently Utilized at the Transfer Station

Process	Description
Crushing	Custom-equipped backhoe is used to compact each of the loads leaving the transfer station. Recyclable metals are set aside and crushed on an as-needed basis.
Separating	Employees sort off any items which are reusable or recyclable.
Source Reduction Reuse	Compost directed to composting site. Tree and Brush Waste are directed to the air-curtain burner.
Land Disposal	The tires are mono-filled. Construction/Demolition Waste is Land-filled. All other wastes are transferred to Subtitle D Landfill.
Baling	Cardboard, Office Paper
Composting	Yard Wastes, Brush
Recycling	Paper, Glass, Wood, Metals

Year 1996: In 1996, over seven thousand tires were shipped to Monarch Cement as part of the tire abatement program offered by KDHE. Further recycling of tires will be increased as economically feasible.

Year 2000: In December 2000 and January 2001, Lyon County with assistance from the City of Emporia and Chase County participated in the KDHE Waste Tire Amnesty Program. Over 10,000 tires were collected in Lyon County and 3,600 tires were collected in Chase County.

Year 2002: Horizontal Grinder – purchased new Horizontal Grinder in part with $100,000 KDHE Grant awarded in 2001. The grinder is used to process wood waste.

Year 2004: E Waste -We were excited to be one of two Kansas communities to partner with the Kansas Department of Health and Environment and Envirocycle for a pilot e waste event in November of 2004. The event provided an opportunity to develop awareness, data, and markets for recycling consumer electronics. 41.07 Tons of electronics were shipped to the recycler.

Also, in 2004 the City of Emporia received notification of a grant award in the amount of $40,000 to be used toward the purchase of a new horizontal baler for our recycling center in 2005. The grant was part of the Solid Waste Management Competitive Plan Implementation Grant Awards program administered by the Kansas Department of Health and Environment and the Governor's Solid Waste Grants Advisory Committee.

Year 2006:
Track Loader – The City of Emporia purchased a new Caterpillar Track Loader Model 963C to be primarily used in the construction/demolition area.

Year 2009: New Generator/Welder and Used Track Loader were purchased, and Box Blade for Farm Tractor to complete C&D Landfill closure.

Year 2010: New Ottawa Yard Truck purchased to move transfer trailers on site.

Year 2011: New Case 621E Wheel Loader Purchased.

Year 2012: New Flip Screen purchased to screen compost, street sweepings and other materials. Bid was awarded to build a 40 ft. X 80 ft. equipment shed.

Year 2013: New John Deere 710K backhoe was purchased.

Scale- House Software – A new software program was purchased and installed.

Year 2014: New Caterpillar Track Loader, 8,112 poly carts for Curbside Recycling, & a new Automated truck were purchased for Curbside Recycling.

Year 2015: Ford ¾ ton 4x4 flatbed pickup truck.

Year 2016: New office computer for Recycling Center, rear-load Crane Carrier commercial trash truck, & new software for the gatehouse at the Transfer Station.

Year 2017: New Kenworth Roll-Off truck and McPherson air curtain burner.

Year 2018: New rear-load Crane Carrier commercial trash truck, Crane Carrier automated trash truck, Pak-Mor packer body for rear-load commercial trash truck, & new CAT 973K track loader.

Year 2019: 2019 973 Cat Track Loader.

Year 2020: 2020 Ford F150 Pickup, 2020 Crane Carrier with a Pak-Mor packer body.

Year 2021: New Way/Crane Carrier automated trash truck, 1-ton Ford F350/Flatbed pickup, and a Case wheel loader, 2023 Kenworth Roll-Off Truck

Year 2022: 2018 John Deere 710L Backhoe

Year 2023: 2024 Battle Motors automated trash truck with a Labrie packer body, 2024 Kenworth Roll-Off truck with G&H bed, 2024 Ford F150 Pickup

Year 2024: 2024 Chevrolet 3/4 ton flatbed 4x4, 2024 Battle Motors truck w/a Leach Packer body,Tire Monofil B was approved. Cell 6 Phase 4 final closure 3/19/24.

6.e Recycling/Re-use Technology Options

General

Section 4.b contains a list of all recyclers in the region. Except for electronic items, there appears to be an ample supply of local outlets in the Emporia area through which to recycle products. However, most people who intend to recycle products in the rural setting probably dispose of the products because it is inconvenient to recycle.

In 1999, two recycling trailers were purchased by the Flint Hills RC&D and paid for in part by a KDHE Grant. Several organizations joined together including Flint Hills RC&D, City of Emporia, Lyon County, Chase County and the Recycling Advisory Board. The trailers serve as a recycling drop off for most small communities twice a month in Lyon and Chase counties. Material collected from these trailers account for approximately 4 percent of the recycled materials at the City/County Recycling Center.

In 2003 two additional trailers were purchased by the Flint Hill RC&D and paid for in part by a KDHE Grant.

Consumer Electronics

Ewaste is accepted by Lyon County Hazardous Waste Department, No charge for computer equipment and miscellaneous electronics. They are no longer accepting televisions containing lead glass or computer monitors containing cathode ray tubes (CRT).

Consumer Electronics & Computer Hardware are accepted at the City of Emporia/Lyon County Transfer Station, 3100 W. South Avenue, Emporia, KS 66801. Standard refuse fees apply.

Drop Off Centers

Drop-off recycling centers are the most utilized programs used for residential recycling. Many rural counties throughout the State of Kansas have successfully established recycling programs where the residents bring their recyclables to a central location for reprocessing. There are also several drop-off sites in the City of Emporia.

In an urban or rural setting, recycling bins are located in a public place by private firms, nonprofit organizations, or governmental agencies. The locations should be easily and often accessed by the general public. A drop-off center may be staffed or unstaffed.

Staffed Drop-Off Centers: Staffed drop-off centers have many advantages over unstaffed programs. The rate of contamination (i.e. unwanted items) in staffed centers is much lower than in the unstaffed drop-off centers. And the staff can ensure that the items are properly sorted while educating residents about source reduction. Many times, the staff could include volunteers in a not-for-profit setting.

Unstaffed Drop-Off Centers: Unstaffed drop-off centers are, however, the most popular programs at public locations such as convenience and grocery stores. The residents are responsible for separating and depositing the recyclables in the appropriate containers. The result is a high rate of mixed items.

Processing Facilities: Processing fees may be required for certain materials, which have little or no market value. Prices offered for certain recyclables (cardboard, office paper, and newsprint) are generally higher than those of other materials (plastics and glass). Also, some processors require that labels and lids be removed from bottles and cans. Other processors require the rinsing of materials. For this reason, material specifications should be obtained prior to the opening of the drop-off recycling center. One common fact is that the processing fees charged are typically higher at unstaffed drop-off centers than their staffed counterparts. This is caused by the additional sorting by the processing facility.

Site Selection: Drop-off center collection sites should be located close to high traffic areas such as shopping malls, grocery stores, and schools. In a rural setting, the most effective method is to offer the center as a portable unit and have arrangements made to be open to the public at a certain time in specific locations.

Advantages:
- Easy for the public to access and use.
- Low capital and operating costs.
- Easily adaptable.

Disadvantages:
- Other programs typically have higher participation rates.
- Staffed drop-off centers have higher operating costs than unstaffed centers.
- Unstaffed drop-off centers have a higher contamination rate than staffed centers.

Recycling Center

A recycling center is a type of Materials Processing Facility (MPF) designed to handle large quantities of recyclable materials. The three main components of an MPF are the tipping floor, the processing area, and the storage area.

Collection vehicles unload waste to be recycled on the tipping floor. In certain cases, the tipping floor should be divided into residential and commercial/industrial areas since the composition of these waste streams significantly differ in types and volumes.

The waste is then inspected for large or unwanted materials. Bags containing recyclables must be emptied prior to processing. This process may be accomplished manually or automatically depending on the resources available and the quantities handled. Upon presorting the material,
the recyclables are placed on a conveyor that takes the material to the processing area.

The processing area contains a conveyor line, which sorts the materials by type. The sorting can also be accomplished manually or automatically depending on the type of material. Acceptable materials to be sorted include cardboard, newspapers, office paper, plastics, glass, and metals.

An automated MRF includes the following equipment:

- Equipment to feed the conveyor
- Bag-breaking machine
- Conveyors
    (1) Commercial paper
    (2) Residential recyclables
    (3) Baler feeding line
    (4) Rejection line
- Glass crunchers

Aluminum eddy current separators
- Aluminum can densifiers
- Ferrous metal magnets
- Vibratory screens
- Reject materials roll-off containers
- Baler
- Scales

Typically, the metals and glasses will be sorted off using the above-mentioned equipment. Plastics and paper would then be hand sorted by type. The sorted materials must be processed and compacted (i.e., baled) consistently with the buyer's specifications.

As an estimate, 80 percent of the processed recyclables can be marketed. The remaining 20 percent must be disposed of in a landfill due to contamination. According to the United States Environmental Protection Agency, the targeted recyclable materials make up approximately 39 percent of the typical waste stream. For this reason, future regulations may impose a minimum target rate of recycling.

The staffing of a MRF would require approximately three employees. These employees could share duties with the transfer station staff depending on the work hours required.

6.f Applicable Disposal System and Technology Option

At this time there are no large-scale technology options for disposal, which would be feasible in the long term. The one thing that can be done is to continue education on recycling. A public awareness program aimed at reducing residential, commercial, and industrial refuse would be beneficial to some degree. The idea is to increase the number of programs which provide incentives to recycle and salvage items for reuse.

At some point, the markets must be developed to make recycling economical. The government must create incentives for the reuse and recycling of products. Right now, it is not a break-even process and there needs to be an incentive to improve the recycling efforts.

Commercial recycling

Waste-To-Energy Facility
Material Recovery Facility (i.e. recycling center)

6.g Public Acceptance of Technology Options

Most environmentally, economically, and socially feasible is a transfer station as per the October 1992 Solid Waste Development Plan and Sanitary Landfill Closure Plan by Burns and McDonnell Waste Consultants Incorporated.

SECTION 7 Recommended Optimal Solid Waste Management System

7.a Constraints That Limited Selection

The construction of a transfer station facility was given as the most financially feasible option of solid waste management for the City of Emporia, Lyon County and Chase County in the October 1992 Solid Waste Development Plan and Sanitary Landfill Closure Plan by Burns & McDonnell Waste Consultants, Incorporated.

The future liability of on-site disposal and the proximity of a probable new landfill site were also deciding factors. Another factor was the lack of proximity of a future landfill site which would meet Subtitle D regulations.

7.b Measures Taken to Overcome Hindrances

The City of Emporia and the Lyon County Commissions decided to construct a transfer station and to proceed with the closure of the existing landfill. Chase County Commission entered into the Inter-local Agreement contained in Section 13.A which allows Chase County residents to utilize the transfer station facility. The construction of the transfer station facility was completed in April of 1994.

7.c Method for Administration and Operation

Administration
The current administrative system works well. Each of the counties and the City of Emporia are responsible for regulating their own solid waste management programs. The only privatization in place is the collection of waste outside of the City of Emporia and the transfer of wastes to a Subtitle D Landfill from the transfer station facility.

Legal
Licensing and bonding for the collectors would likely hinder the program monetarily. However, licensing and bonding of the haulers is recommended for transferring the solid waste to approved landfills. A performance bond for the private haulers could be beneficial in regulating service but would not likely have a good response due to the increased costs to the customers.

Public Relations/Education
The Natural Resources Advisory Board conducts a public information program through information booths and some newspaper coverage. The Lyon County Environmental Health Department often addresses solid waste issues in general environmental presentations made to the public. The format of these presentations is a slide show. Trash Clean-up events are held along with healthy environment events.

Residential
Educational programs are an important tool to inform the public about preserving economic resources. Recycling awareness programs have played the integral role of informing young adults of how they can conserve natural resources through the reuse of existing materials.

Other activities such as informational booths at public events, educational displays in public places," How-To" guides, slide shows in the schools, and advertised collection programs also serve as an aid to educate the public.

Business
The cost of disposal forces businesses to recycle. The City of Emporia picks up cardboard for free.

Imposing regulations aimed at businesses which create concentrated amounts of specific wastes is one way in which to educate the industrial community. Several industries typically generate mainly paper waste: accounting, banking, engineering, and schools. Others create plastics or metals: automotive parts manufacturers. And other commercial industries such as restaurants, grocery stores, and printing presses generate corrugated cardboard wastes.

In many cases, the types of waste materials directly correlate with the industries Standard Industrial Classification (SIC) code. One example is SIC 27-Printing. An industry with an SIC 27 code would most likely have a large amount of paper waste. The SIC code rule would also hold true for a large percentage the commercial companies.

7.d Recommended Technological Applications

The most reasonable technological application is to transfer solid waste to an approved Subtitle D landfill. However, construction/demolition waste, tires, trees and brush, grass trimmings, and sludge, as well as other items, are not suitable for transferring to a landfill.

For this reason, the proper steps should be taken to develop a solid waste management plan which covers the applicable technological applications for the communities involved. At the present time, construction/demolition wastes, tires, wood, brush, tree limbs, and compost materials are being handled on the transfer station facilities. Recyclables must be dealt with accordingly.

A sludge disposal study was conducted in 2013 by Black & Veatch for methods which will meet the present and future state and federal regulations for disposal. The expected method of disposal is the return of the material to the ground through agricultural applications.

7.e Evaluation Method Used for Selection

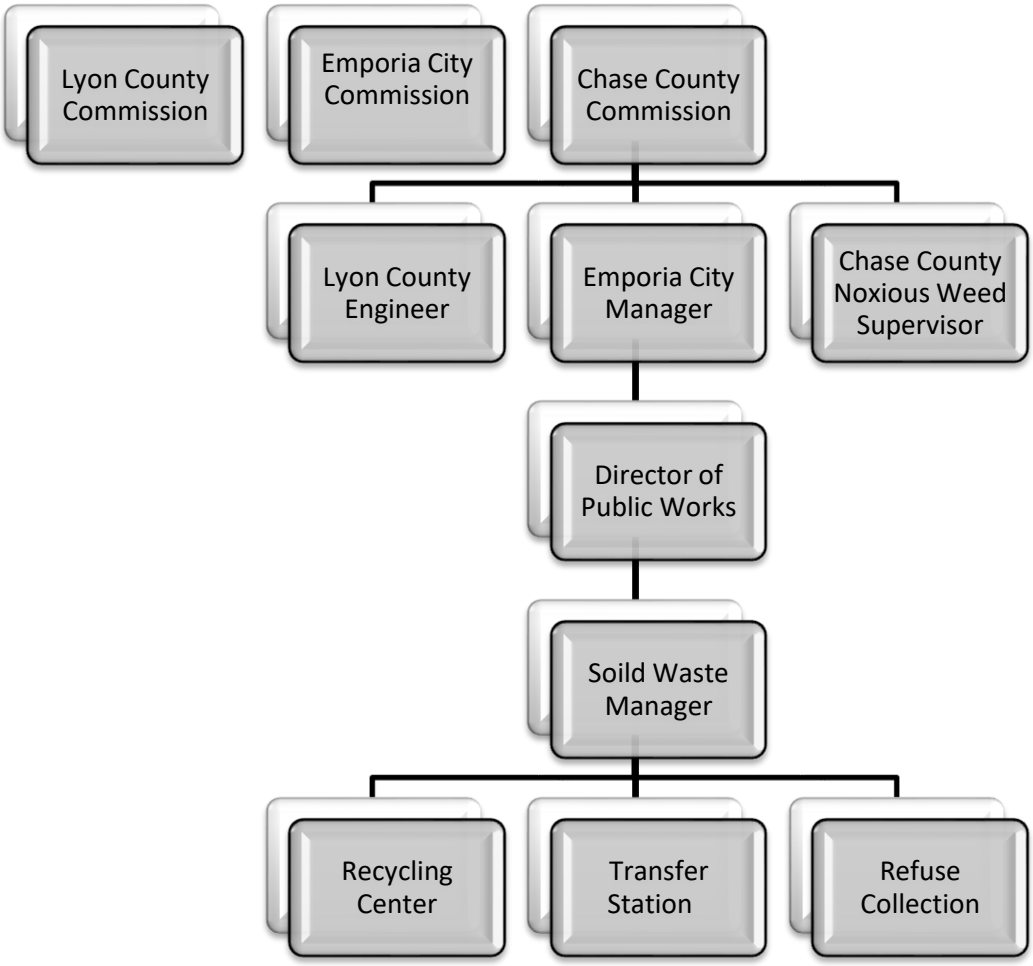
Selection of a transfer station facility was evaluated and recommended in the Solid Waste Development Plan and Sanitary Landfill Closure Plan prepared for the City of Emporia and Lyon County by Burns and McDonnell Waste Consultants, Incorporated in October of 1992.

7.f Rating of Optimum System in Terms of Acceptance

- Resource Conservation: Very Important
- Aesthetics: Important
- Economics: Very Important
- Flexibility: Important
- Health and Safety: Very Important
- Implement Ability: Very Important
- Customer Service: Important
- Quality of the Environment: Very Important

SECTION 8 City of Emporia Solid Waste Management System

8.a Personnel and Administrative Requirements



8.b Human Resource Requirements

Tables 8.1-8.4 *represent the year 2023.* ***These are only updated during the 5-year plan****

Table 8.1 Transfer Station -- Human Resource Requirements

Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Supervisor	2	$65,151	1	$130,302
Maintenance Worker	6	$37,317	1	$223,902
Gatehouse Keeper	1	$51,792	1	$51,792

Table 8.2 Recycling Center -- Human Resources Requirements

Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Laborer	2	$31,200	1	$45,426
Maintenance Worker	1	$37,317	1	$37,713

Table 8.3 Sanitation Collections -- Human Resources Requirements

Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Supervisor	1	$57,158	1	$57,158
Maintenance Worker	12	$38,480	1	$461,760
Laborer (Full Time)	6	$31,200	1	$187,704

Table 8.4 Administration -- Human Resources Requirements				
Job Description	**Positions**	**Average Salary**	**Time Allocation**	**Cost Per Year**
Director of Public Works	1	$117,893	0.5	$58,946
Solid Waste Supervisor	1	$106,693	1	$106,693
Solid Waste Assist. Foreman	1	$57,148	1	$57,148

8.c Technical and Equipment Requirements

Transfer Station

1 Front End Track Loader
2 Dump Truck – Dirt Hauling
2 Sets of Double Scales
2 Wheel Loaders
1 Ton Recycling Pick Up
1 Yard Truck
1 Computer System-Weights & Billing
1 McPherson Air Curtain Burner
1 Pickup
1 Back-hoe
1 Box Truck – Wood/Metal Recycling
1 Forklift - Recycling
2 Balers - Recycling
1Tire Splitter
1 Screener

8.d Financial Needs and Resources Available For The Design, Operation, and Maintenance of the Proposed System

Financial Needs

The following Solid Waste Budget shows the financial needs of the proposed system. Under the current contract with Hamm Quarries, the tonnage fee increases in accordance with the consumer price index.

Design and Construction of MRF System

The City of Emporia received a grant in 1998 to construct a recycling center at the current transfer station site. This facility was designed to be expanded and become a clean Materials Recovery Facility. In 1998, the cost of equipment and building expansion is estimated at $1,200,000.

Operation

In conjunction with a clean Materials Recovery Facility, a curbside recycling service is being explored by the Natural Resources Advisory Board. The operation would include a slight increase in staffing levels. Financial needs may be met through programs, the sale of recyclables and user fees.

In 2016 the City of Emporia established a curbside recycling program. The previous year, the city purchased 8,000 96-gallon carts and one automated refuse truck to service this program. The routes are setup for bi-weekly/East-West pickup with the dividing line set at West St. The driver services about 600 homes per day on a 4-day work week.

SECTION 9 Method Recommended For Financing Capital Improvements and Operating Costs

Solid Waste Division – Capital Improvement Projections

City of Emporia Solid Waste Division -- Transfer Station Capital Improvement

Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2017	TS	Computer System/Scale Program	Equipment	$30,000	Solid Waste	$30,00	None
2017	TS	McPherson M30FR Air Curtain Burner	Equipment	$185,000	Solid Waste	$185,000	None
2018	TS	Design/Revisions for the Tipping Box Area	Equipment	$55,000	Solid Waste	$55,000	None
2018	TS	John Deere 710 Backhoe	Equipment	$183,000	Solid Waste	$183,000	Trade In
2019	TS	Construction-Revisions Tipping Box Area	Construction	$300,000	Solid Waste	$300,000	None
2019	TS	Track Loader	Equipment	$412,000	Solid Waste	$412,000	Trade In
2020	TS	Wheel Loader w/Setco Solid Tires/wheels	Equipment	$200,000	Solid Waste	$200,000	Trade In
2021	TS	4WD Farm Tractor w/cab & Loader	Equipment	$87,000	Solid Waste	$87,000	Trade In
2021	TS	Complete Equipment Storage Building	Construction	$120,000	Solid Waste	$120,000	Trade In
2022	TS	Tandem Axle Dump Truck Replacement	Equipment	$150,000	Solid Waste	$150,000	Trade In
2023	TS	John Deere 710L Backhoe	Equipment	$205,085	Solid Waste	$205,085	None
2024	TS	Chevrolet 2500 HD Flatbed	Equipment	$60,922	Solid Waste	$60,922	Lease

City of Emporia Solid Waste Division -- Sanitation Collections Capital Improvement

Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2018	Sanitation	Automated Refuse Truck Replacement	Equipment	$260,000	Solid Waste	$260,000	Trade In
2018	Sanitation	Rear-Load Packer Body Replacement	Equipment	$65,000	Solid Waste	$65,000	Trade In
2019	Sanitation	Rear-Load Refuse Replacement	Equipment	$190,000	Solid Waste	$190,000	Trade In
2019	Sanitation	½ Ton Pickup Replacement	Equipment	$33,000	Solid Waste	$33,000	Trade In
2020	Sanitation	1 Ton Dually Shop Truck Replacement	Equipment	$40,000	Solid Waste	$40,000	Trade In
2020	Sanitation	Automated Refuse Truck Replacement	Equipment	$275,000	Solid Waste	$275,000	Trade In
2021	Sanitation	Grapple truck w/Dump Bed	Equipment	$160,000	Solid Waste	$160,000	Trade In
2022	Sanitation	Roll-Off Truck Replacement	Equipment	$200,000	Solid Waste	$200,000	Trade In
2023	Sanitation	Roll-Off Truck Replacement	Equipment	$200,000	Solid Waste	$200,000	None
2023	Sanitation	Automated Refuse Truck Replacement	Equipment	$275,000	Solid Waste	$275,000	None
2023	Sanitation	½ Ton Pickup	Equipment	$33,000	Solid Waste	$33,000	None
2023	Sanitation	Rear-Load Refuse Truck Replacement	Equipment	$320,359	Solid Waste	$320,359	None

City of Emporia Solid Waste Division -- Recycling Center Capital Improvement

Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2018	Recycling	Forklift	Equipment	38,000	Solid Waste	38,000	Trade In
2020	Recycling	Rear-Load Recycling Truck & Packer	Equipment	195,000	Solid Waste	195,000	Trade In
2022	Recycling	1 Ton Dually Pickup	Equipment	44,000	Solid Waste	44,000	Trade In

City of Emporia, Kansas 9/6/2023

5 year Budget

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2023-2028

Revenue Detail and Expenditure Summary
Cash Basis

SOLID WASTE DISPOSAL FUND

	2020 (Actual)	2021 (Actual)	2022 (Actual)	Budget 2023	Budget 2024	Budget 2025	Budget 2026	Budget 2027	Budget 2028
BEGINNING CASH	$3,110,960	$3,573,194	$4,002,114	$3,549,209	$2,658,924	$1,603,924	($917,350)	($2,400,382)	($3,907,404)
REVENUE									
Refuse Collection Fees	$2,778,214	$2,964,876	$2,971,094	$2,964,876	$3,050,000	$3,050,000	$3,050,000	$3,050,000	$3,050,000
County Contract	$0	$0	$0	$0	$0	$0	$0	$0	$0
Loss on Sale of Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interest on Investments	$20,595	$2,276	$26,458	$89,000	$70,000	$55,000	$55,000	$55,000	$55,000
Insurance Recovery	$0	$58,510	$0	$0	$0	$0	$0	$0	$0
Trf from Health Ins - Premiums	$0	$0	$0	$0	$0	$0	$0	$0	$0
Resale of Recyclables	$93,356	$181,252	$201,913	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000
Box Container Fees	$1,697,825	$1,936,847	$2,063,528	$2,270,000	$2,270,000	$2,270,000	$2,270,000	$2,270,000	$2,270,000
Landfill Fees	$593,564	$537,818	$562,540	$608,000	$608,000	$608,000	$608,000	$608,000	$608,000
Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$31,546	$19,000	$23,247	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800
TOTAL RECEIPTS	$5,215,101	$5,700,579	$5,848,781	$5,996,676	$6,062,800	$6,047,800	$6,047,800	$6,047,800	$6,047,800
EXPENDITURES									
Personnel Services	$1,834,321	$1,856,088	$2,093,650	$2,338,122	$2,450,264	$2,548,136	$2,649,923	$2,755,781	$2,865,874
Vacancy	$0	$0	$0	($45,146)	($47,329)	($49,222)	($51,191)	($53,239)	($55,368)
Maintenance & Repair	$191,335	$286,358	$325,946	$313,500	$390,500	$390,500	$390,500	$390,500	$390,500
Commodities	$172,559	$274,739	$332,164	$425,350	$428,000	$418,500	$482,500	$482,500	$482,500
Other Charges	$121,801	$133,708	$137,727	$218,800	$220,735	$228,530	$229,970	$235,650	$242,183
Capital Outlay	$224,628	$481,908	$72,612	$885,000	$655,000	$2,010,000	$806,500	$721,000	$346,000
Trf to Project fund	$0	$0	$814,627	$0	$86,000	$86,000	$86,000	$86,000	$86,000
Utilities	$38,914	$41,941	$50,501	$64,150	$72,000	$72,000	$72,000	$72,000	$72,000
Communications	$27,618	$37,454	$41,954	$49,900	$49,900	$49,900	$49,900	$49,900	$49,900
Travel & Training	$588	$1,607	$7,606	$8,750	$8,750	$8,750	$8,750	$8,750	$8,750
Contractual Services	$1,333,657	$1,428,981	$1,613,185	$1,693,675	$1,855,500	$1,857,500	$1,857,500	$1,857,500	$1,857,500
Administrative Fee 17%, 16%	$820,683	$870,040	$895,433	$934,860	$948,480	$948,480	$948,480	$948,480	$948,480
Outstanding PO's	$262,564								
Excess Carryover				$0	$0				
Change in Liabilities	($275,801)	($141,164)	($83,720)	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$4,752,866	$5,271,660	$6,301,686	$6,886,961	$7,117,800	$8,569,074	$7,530,831	$7,554,823	$7,294,318
NET CHANGE IN CASH	$462,234	$428,920	($452,905)	($890,285)	($1,055,000)	($2,521,274)	($1,483,031)	($1,507,023)	($1,246,518)
ENDING CASH	**$3,573,194**	**$4,002,114**	**$3,549,209**	**$2,658,924**	**$1,603,924**	**($917,350)**	**($2,400,382)**	**($3,907,404)**	**($5,153,922)**
Base for reserve calculation	$4,528,239	$4,789,752	$6,229,074	$6,001,961	$6,462,800	$6,559,074	$6,724,331	$6,833,823	$6,948,318
20% cash reserve amount	$905,648	$957,950	$1,245,815	$1,200,392	$1,292,560	$1,311,815	$1,344,866	$1,366,765	$1,389,664
Amount over 20% Cash Reserve	$2,667,547	$3,044,164	$2,303,394	$1,458,531	$311,364	($2,229,165)	($3,745,248)	($5,274,169)	($6,543,586)
Percentage	78.91%	83.56%	56.98%	44.30%	24.82%	-13.99%	-35.70%	-57.18%	-74.18%
Personnel services includes a 2.5% merit pay increase									
5% increase for health insurance	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R	P&L&R
Admin fee at 16%	0%	0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58	15.58
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46	48.46
	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27	63.27
	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01	96.01
Principal Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0
Depreciation	$389,418	$392,526	$422,441	$445,000	$445,000	$445,000	$445,000	$445,000	$445,000
Capitalized Assets	($238,347)	($467,157)	($6,433)	($885,000)	($655,000)	($2,010,000)	($806,500)	($721,000)	($346,000)
Change in Liabilities									
ADJUSTMENTS	$151,071	($74,630)	$416,009	($440,000)	($210,000)	($1,565,000)	($361,500)	($276,000)	$99,000

Estimate of Solid Waste Production and Strategies for Reduction

K.S.A. 65-3405 (j) (9) requires the SWM plan to include a schedule for the reduction of waste volumes considering source reduction, reuse, recycling, composting, and land disposal.

The Bureau of Waste Management has calculated the statewide three-year average disposal rate to be 5.8 pounds per person per day (2003 to 2005). This figure is the benchmark for goals to reduce the amount of waste land filled in Kansas. Statewide, KDHE has set a target of reducing waste disposed in landfills by 1% per year.

This section estimates the production of Solid Waste per person in Lyon and Chase Counties. The daily "Disposal Rate" per person provides a figure to help measure the success of strategies implemented to reduce production of solid waste. Waste reduction is evaluated each year in our annual review process with a ten-year horizon for planning and strategies.

Table 10.1 Per Capita Solid Waste Disposal Rates for Lyon & Chase Counties

Year	MSW Disposed Tons	MSW Disposed Pounds	Pounds Per Day	Population Served	Municipal Solid Waste Disposed per Person per Day (Pounds)
2020	33,682.00	67,364,000	184,558	24,009	6.96
2021	36,639.00	73,278,620	200,763	24,009	8.36
2022	36,883.00	73,766,000	202,098	24,009	8.41
2023	35,033.00	70,666,000	192,489	24,009	7.97
2024	33,606.00	67,212,000	184,142	28,048	6.57

Note: Population does not include Cedar Point in Chase County and Admire, Allen and Bushong in Lyon County. (Total of 339 Residents)

Source: City of Emporia Transfer Station Log and U.S. Census 2020

Note: Steve's Trash Service began servicing Neosho Rapids in 2008. All refuse from this service is now being brought to Emporia Transfer Station.

Note: New Census 2020 Population Count.

Waste Reduction Strategies Currently Used:

- Increased public education on recycling, reuse, and source reduction through the Natural Resources Advisory Board.
- Tipping floor diversion of recyclables as possible.
- Multiple site trailer collection of recyclables.
- Composting program.
- Cost Accounting.
- Curbside recycling.

Waste Reduction Goal:

- To reduce waste transferred to landfill as measured and observed by the annual disposal rate for our Regional Transfer Station.

Ten Year Outlook for Strategies Implementation:

- **Year 2021 –** Continue current strategies and evaluate curbside effect of Curbside Recycling strategy and recycling educational programs for the region.

- **Year 2022 –** Continue current strategies and evaluate curbside MSW and recycling collection system.

- **Year 2023**- Continue current strategies and evaluate efforts at reducing illegal dumping. Evaluate new technology in equipment used for MSW and recycling collection.

- **Year 2024**- Continue current strategies and evaluate methods for brush disposal. Evaluate efficiency of drainage through Transfer Station Property.

- **Year 2025**- Continue current strategies. Review hauling contract for MSW & MRF haulers and destination.

- **Year 2026-** Continue current strategies and evaluate sanitation service routes as the city of Emporia expands.

- **Year 2027-** Continue to evaluate new technology/equipment used for MSW and recycling collection. Evaluate the structural integrity of the Transfer Station and Recycling Center.

- **Year 2028**- Continue current strategies and evaluate all collection systems.

- **Year 2029-** Continue current strategies and review MSW & recycling collection system.

- **Year 2030-**Continue to evaluate disposal methods of lithium-ion batteries and recycling education in schools.

- **Year 2031-**Continue current strategies and evaluate the feasibility of the salvage program at the transfer station/landfill. Review Hauling contract with current hauler for trash and MRF or seek bids.

Note: Strategies are included in section 11/Timetable for SWMP Goals and Strategies

SECTION 11 Timetable for SWMP Goals and Strategies

Introduction

Section 11 is an overview of the proposed implementation schedule for the Solid Waste Management Plan. Successful plans are composed of goals. The implementation and evaluation of goals for the SWMP are listed below by year, action, and responsibility.

Year 2022

Implement:

- Annual Review of SWMP – *SWMP Committee*
- Renew Transfer Station Permits – *City of Emporia*

Evaluate:

- Remaining life of Transfer Station and Disposal Areas – *City of Emporia*
- New Collection & Disposal Technologies & Methods – *City of Emporia*

Year 2023

Implement:

- 5-year Review of SWMP-*Management Committee*
- Renew Transfer Station Permits-*City of Emporia*
- Purchase updated equipment as budgeted-*City of Emporia*

Evaluate:

- Waste to energy systems-*City of Emporia*
- Recovery and reuse of tires in monofill-*City of Emporia*

Year 2024

Implement:

- Ground Water Testing
- Annual Review of SWMP
- Renew Transfer Station Permits
- Replace yard Truck

Evaluate:

- Tree & Brush Disposal Methods
- Drainage Systems on Transfer Station Property

Year 2025

Implement:

- Annual Review of SWMP
- Renew HAMMS MSW & MRF Contracts

- Renew Transfer Station Permits
- Replace Backhoe

Evaluate:
- Need for 2nd Gatehouse and Scale
- Relocation of Disposal Areas

Year 2026

Implement:
- Annual Review of SWMP
- Renew Landfill Permits
- Renew Hamms Contract
- Purchase/Replace Yard Truck at the Transfer Station

Evaluate:
- Review Solid Waste Management Strategies
- Evaluate the Solid Waste Master Plan

Year 2027

Implement:
- Annual Review of SWMP
- Replace Needed Equipment

Evaluate:
- Structural Integrity of the Transfer Station & Recycling Center

Year 2028

Implement:
- 5 Year Review of SWMP-Management Committee
- Renew Landfill Permits-City of Emporia
- Refurbish Track Loader

Evaluate:
- Review all Collection Systems-City of Emporia

Year 2029

Implement:
- Annual Review of SWMP-Management Committee
- Renew Transfer Station Permits

Evaluate:
- Purchase updated equipment as budgeted-City of Emporia
- Illegal dumping in counties-Management Committee

Year 2030

Implement:
- Annual Review of the SWMP

Evaluate:

- Lithium battery disposal
- Review recycling education methods

Year 2031

Implement:

- Annual Review of SWMP
- Review MSW/MRF Contract
- Ground Water Testing

Evaluate:

- Salvage program Transfer Station/Landfill
- Curbside Collection System
- Drainage Systems on the Transfer Station Property

SECTION 12 SUMMARY

12.a Introduction

General

In 1992, the Kansas Legislature passed House Bill 2801 (HB 2801) and changed the ways in which solid waste would be handled. HB 2801 requires each county, designated city, or group of counties to develop a comprehensive solid waste management plan.

A city may be designated the solid waste management planning authority by an Inter-local Agreement with a county. HB 2801 also requires Solid Waste Management Committees to develop and manage plans:

- Plan on a 10-year horizon.
- Make annual reviews and revisions.
- Hold public hearings at least every 5 years.

To comply with future regulations; Burns & McDonnell Waste Consultants, Inc., suggested the construction of a transfer station facility in the Solid Waste Development Plan and Sanitary Landfill Closure Plan for the City of Emporia and Lyon County in October 1992.

Following these recommendations, the City of Emporia and Lyon County authorized a transfer station to be designed by BG Consultants, Inc. The City of Emporia/Lyon County Transfer Station was constructed by Abbott Construction, Inc. in the spring of 1994. On the 8th day of April 1994, the Lyon County Landfill ceased to accept certain solid waste, and the transfer station facility was opened to the public.

12.b Existing Solid Waste Management Conditions

General

Since opening in April 1994, the sanitation administration has kept a daily log of refuse by the tonnage using the scales at the transfer station. These numbers are instrumental in understanding the existing solid waste system and will be helpful in the future to identify specific items of flow which could be altered to make the system operate at optimal performance.

The tonnages used in this report for the existing system directly reflect the flow of materials which have been processed at the transfer station facility. Illegal dumping and point-source methods of disposal have been omitted on the basis that tonnage estimates would be impossible to produce.

Processing/Disposal

The transfer station facility is currently open to the public seven days a week. Depending on the contents of the load, the material is rejected or directed to either the appropriate landfill section or the tipping floor of the transfer station facility.

The facility does not accept certain types of wastes which have been determined to be cost ineffective for processing and disposal: dead animals over 80 pounds, contaminated soils, batteries, friable asbestos, whole tires over 24.5" in diameter, medical waste, hazardous waste, animal waste, or liquid waste. All other loads determined to not contain any of the above items are then weighed and directed to the appropriate location. Compost, brush, construction and demolition wastes, and tires are handled on the transfer station facilities.

Loads containing mixed material are directed to the transfer station tipping floor where they are unloaded. The material is then loaded into semi-trailers and compacted. This process utilizes a backhoe with a special foot attachment designed for this purpose. The refuse is taken to an approved Subtitle D landfill for disposal.

Collection/Transportation

Although most of the cities are served by private haulers, the majority of the refuse handled through the transfer station facility is created within the limits of the City of Emporia and hauled using city forces. Table 12.1 lists the cities in the region and the solid waste hauler that serves the community.

Table 12.1 Waste Haulers by Location

Admire	Exodus Disposal	Cedar Point	City of Florence
Allen	Exodus Disposal	Cottonwood Falls	City of Cottonwood Falls
Americus	Steve's Trash Service	Elmdale	Steve's Trash Service
Bushong	Waste Management	Matfield Green	Steve's Trash Service
Emporia	City of Emporia	Strong City	Cottonwood Falls
Hartford	Waste Management		
Neosho Rapids	Steve's Trash Service		
Olpe	Steve's Trash Service		
Reading	Osage City		
Rural Lyon County	American Disposal	Rural Chase County	Waste Management
	Exodus Disposal		Steve's Trash Service
	Waste Management		
	Steve's Trash Service		

American Disposal	Coffeyville, KS (620) 251-2402
City of Emporia	Emporia, KS (620) 340-6332
Exodus Disposal	Burlingame, KS (785) 589-2550
Solid Waste Management	Topeka, KS (913) 296-1600
Steve's Trash Service	Olpe, KS (620) 475-3860

Note: City of Cottonwood Falls began MSW collections in Chase County in April 2012

Pollution Control Measures

There are currently several specific steps, which are being or have been taken to reduce most types of pollution caused by the disposal of solid waste. Surrounding the transfer station facility is a six-foot tall chain-link fence which serves a dual purpose: keep the trash in and animals out. Inside the transfer station building, a netting has been installed to eliminate the nuisance and spread of disease associated with birds and their nests. In order to control water pollution, all liquid entering the transfer station building is diverted to the sanitary sewer system. Other types of pollution control measures include seeding, riprap, and stone ditch lining to reduce water pollution. Quick loading and compacting of material in the transfer trailers reduce odor. Odor control is also accomplished by washing down the tipping floor at times of low-volume flow and during closing.

12.c LONG-TERM ALTERNATIVES AND RECOMMENDATIONS

Several different solid waste management disposal options are available. Not all options will be feasible for a community of this size. Goals should be set to achieve and maintain those options which are determined to achieve the desired effect within the community. See Section 11 for a timetable which sets forth these goals. These options could include, but should not be limited to the following:

- Increase Recycling
- Increase re-use of materials
- Increase education throughout the community
- Increase revenues by discouraging illegal dumping
- Establish a tipping fee which encourages the public to use the existing facilities
- Establish a long-term commitment to upgrade the current system
- Maintain the current Solid Waste Management Committee
- Explore options for alternatives to store solid waste to include:

    1) Waste To Energy (Incineration)
    2) Subtitle D Landfill
    3) Material Recovery Facility
    4) Other

- Explore the idea of Multi-Regional Solid Waste Management

- Explore advantages of Private v Government managed Solid Waste System

12.d Conclusions

As with the onset of most new regulations, the associated costs rise dramatically. In order to maintain a cost-effective way in which to dispose of the solid waste, a plan should be implemented and directed at driving down or at least maintaining the costs of the disposal of refuse. Community awareness should continue to be increased. The current recycling and reuse programs are rather successful. However, an increase in the utilization of these programs results in a decrease in the operating costs of the transfer station.

This solid waste management plan describes the current system, communities, and recommended goals of achieving a long-term commitment to maintaining the current system and feasible alternatives. With the growing concern for the environment, today's society is forced to make wise and educated decisions on how to handle the generated solid waste. Rules and regulations on how to dispose of by-products are becoming increasingly more stringent. For this reason, any solution submitted may be outdated in only a few years. In order to stay on top of the problem the Solid Waste Management Committee must remain active and carry through with the long-term goals to upgrade the current system.

This plan is not intended to be set forth as a requirement to be followed, but rather a guideline. Additional and existing long-term goals or possible alternatives should be investigated yearly in order to continually evaluate the current systems feasibility.

SECTION 13 ATTACHMENTS

Appendix 13.a Inter-local Agreement

INTERLOCAL AGREEMENT
(BETWEEN CHASE COUNTY, LYON COUNTY, AND THE CITY OF EMPORIA FOR A REGIONAL SOLID WASTE PLAN AND FOR A SOLID WASTE TRANSFER STATION AND OPERATION THEREOF)

This Interlocal Agreement made this 21 day of Aug 1995 by and between the Boards of Commissioners of Chase County, Lyon County, and the City of Emporia.

WITNESSETH:

That the Boards of Commissioners of Chase County, Lyon County, and the City of Emporia hereby mutually covenant and agree as follows for the purpose of establishing a Regional Solid Waste Management Plan pursuant to Statute and Regional Solid Waste Transfer Station and the operation thereof. It is hereby understood and agreed between the Parties herein that a joint Regional Solid Waste Management Committee is hereby established and in fact has been established prior to the actual signing of this agreement, that said Solid Waste Management Committee will draft the Solid Waste Management Plan as required by Statute, and said Committee shall review the Solid Waste Management Plan from time to time as necessity dictates and as required by Statute.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties hereto that a Regional Transfer Station for Solid Waste has been built on the current City of Emporia/Lyon County Landfill and that the total cost of building such Transfer Station and the required items for that Transfer Station including scales will be paid for as follows: 50% of the cost of the Transfer Station and scales and other required items by Lyon County and 50% by the City of Emporia.

The Parties mutually covenant and agree that the Solid Waste Transfer Station will be operated by the City of Emporia. It is

also understood and agreed between the Parties hereto that it is the aim and goals of the Parties to have a self-sufficient Transfer Station operation with fees being assessed to the various users so that the Transfer Station will be self-sufficient and, in fact, that the total operation of the Transfer Station will be self-sufficient. It is understood and agreed that if the Transfer Station does not operate on a self-sufficient basis that any revenue shortfalls will first be paid out of the reserve account established herein and that any additional revenue shortfalls will be funded by the parties in the same percentage as their usage of the Transfer Station for the prior year. Each of the Parties hereto indicates that they will attempt in good faith to budget to account for the possibility of any revenue shortfalls and that they will fund shortfalls from any lawful available funds that each of the entities may have and that in the event of an extraordinary emergency that each of the entities will, if necessary, issue no fund warrants to pay the costs of such extraordinary emergency.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that should the Transfer Station accumulate excess funds in its operation, including the funding of household hazardous waste operations, that such excess funds will be deposited in an account designated as a reserve account for such operations. That after the establishment of an amount mutually agreed to between Chase County and Lyon County, and the City of Emporia, that any balance in the reserve account in excess of such amount will be divided fifty percent (50%) to Lyon County and fifty percent (50%) to the

City of Emporia, and that said division will be made semiannually on June 30 and December 31.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that the Boards of Commissions of Chase County, Lyon County, and the City of Emporia shall establish a yearly budget for the Transfer Station operation.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that a separate entity is not created for the purpose of managing the Transfer Station or operating the same.

IT IS FURTHER UNDERSTOOD that the Transfer Station shall be owned 50% by the City of Emporia and 50% by Lyon County.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that any of the Parties may withdraw by giving one year's notice in advance of January 1 of the year they desire to withdraw, that the remaining Parties may, but shall not be obligated to do so, buy out the capital contribution of the Party wishing to withdraw, that an appraisal will be undertaken by an independent appraisal company, and that the life of the agreement shall be perpetual unless terminated by withdrawals as before set forth. In the event the remaining Parties do not opt to buy out the withdrawing Party, the remaining Parties are hereby authorized to continue utilizing in the Transfer Station operation any equipment and/or real estate currently being used in such operation at the time of such withdrawal.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that for the purposes of the Interlocal Cooperation Act the

City of Emporia shall be deemed the public agency responsible for the administering of the joint and cooperative undertaking pursuant to K.S.A. 12-2904(d)(1), and that pursuant to K.S.A. 12-2904(d)(2) any property purchased will be jointly held in the name of the Board of County Commissioners of Lyon County, and the City of Emporia, and that property will be disposed of with the consent of the City of Emporia and Lyon County.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the Solid Waste Management Committee shall consist of one representative from each of the cities of the third class in the two counties nominated by their mayors; five members from Emporia; one member from each Chase and Lyon County nominated by their respective County Commissions; the County Commissioners of each county; one from the Lyon County Health Department appointed by the Lyon County Commission; and such other members as the Boards of Commissioners and the Emporia City Commission may agree upon jointly. The total number shall not exceed thirty (30). The members shall serve for a three year term and may be renominated. The committee shall meet at least annually.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that notice shall be given at least seven (7) days prior to the meeting and a quorum shall be constituted by those members present at the regularly called meeting, but in no case of less than five (5) members. The Solid Waste Management Committee shall have the duties prescribed by Statute to said committee and may adopt its own set of bylaws.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Parties shall

share liability of future operations of the Transfer Station to the extent of the amount of their usage of the Transfer Station.

In agreement whereof the Parties have hereto subscribed their official signatures and affixed their official seals the day and year first above written.

This agreement will be submitted to the Attorney General who shall determine whether this agreement is in proper form and compatible with the laws of this state. Failure of the Attorney General to approve or disapprove of the agreement within ninety (90) days of submittal shall constitute approval thereof.

BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

Dennis Madby
CHAIRMAN

Paul Jones
MEMBER

Gilbert Crawford
MEMBER

ATTEST:

Sharon C Cloon
CHASE COUNTY CLERK

APPROVED:

CHASE COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS

CHAIRMAN

MEMBER

MEMBER

LYON COUNTY CLERK

APPROVED:

LYON COUNTY COUNSELOR

CITY OF EMPORIA, KANSAS

MAYOR

ATTEST:

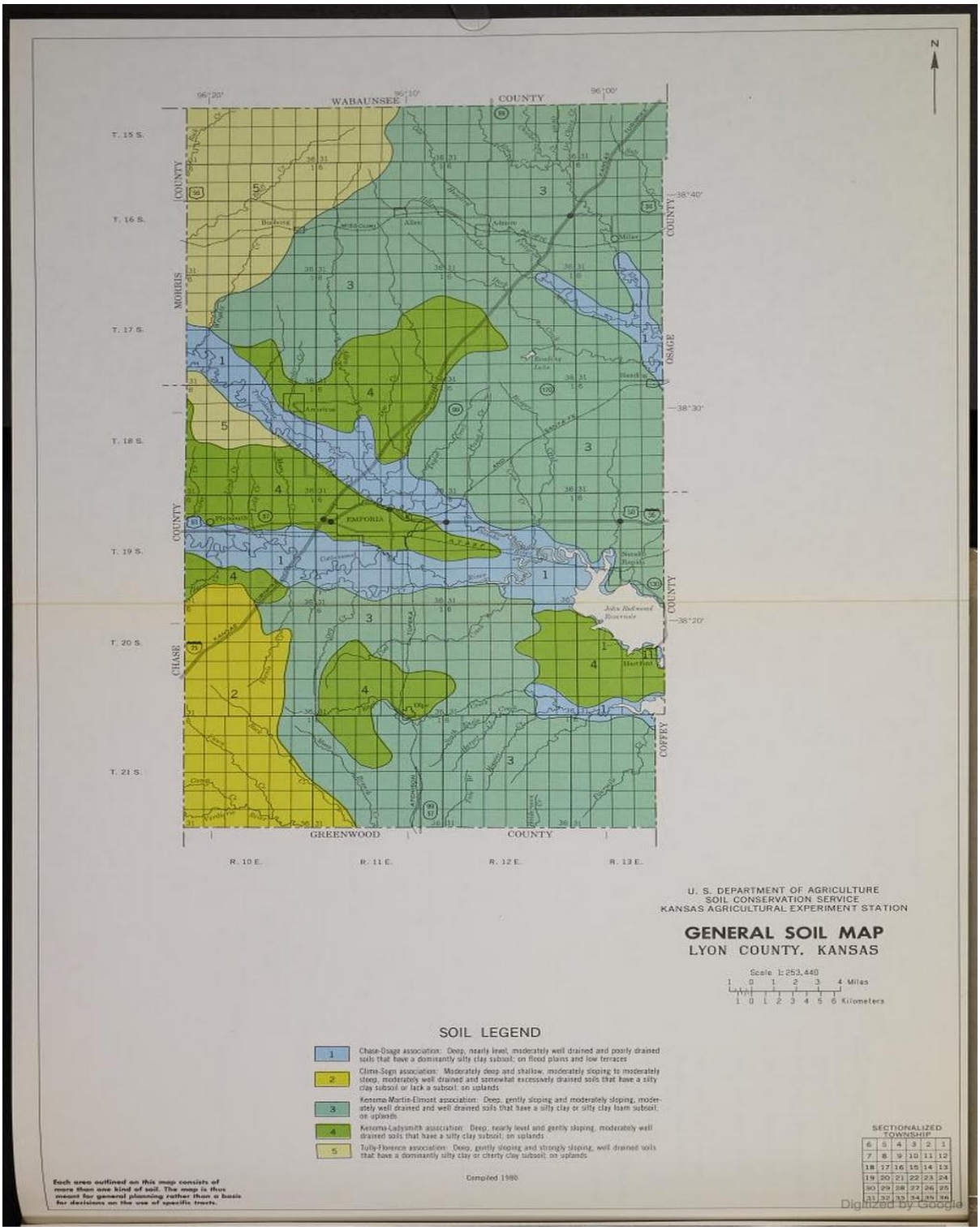
CITY CLERK

This agreement was submitted to the Attorney General on the _____ day of _____ 1995 and has been approved this 9th day of October 1995.

APPROVED:

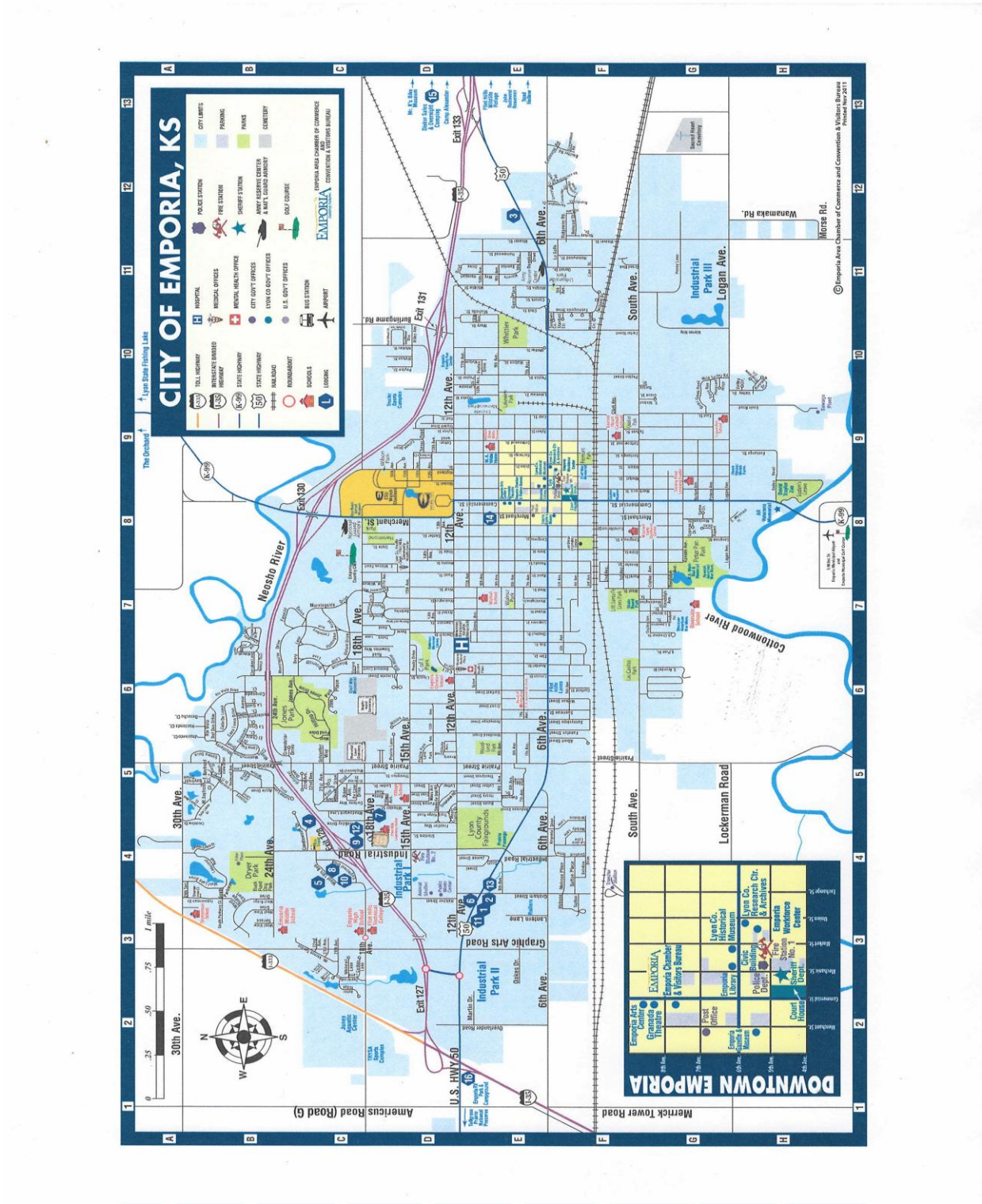
KANSAS ATTORNEY GENERAL

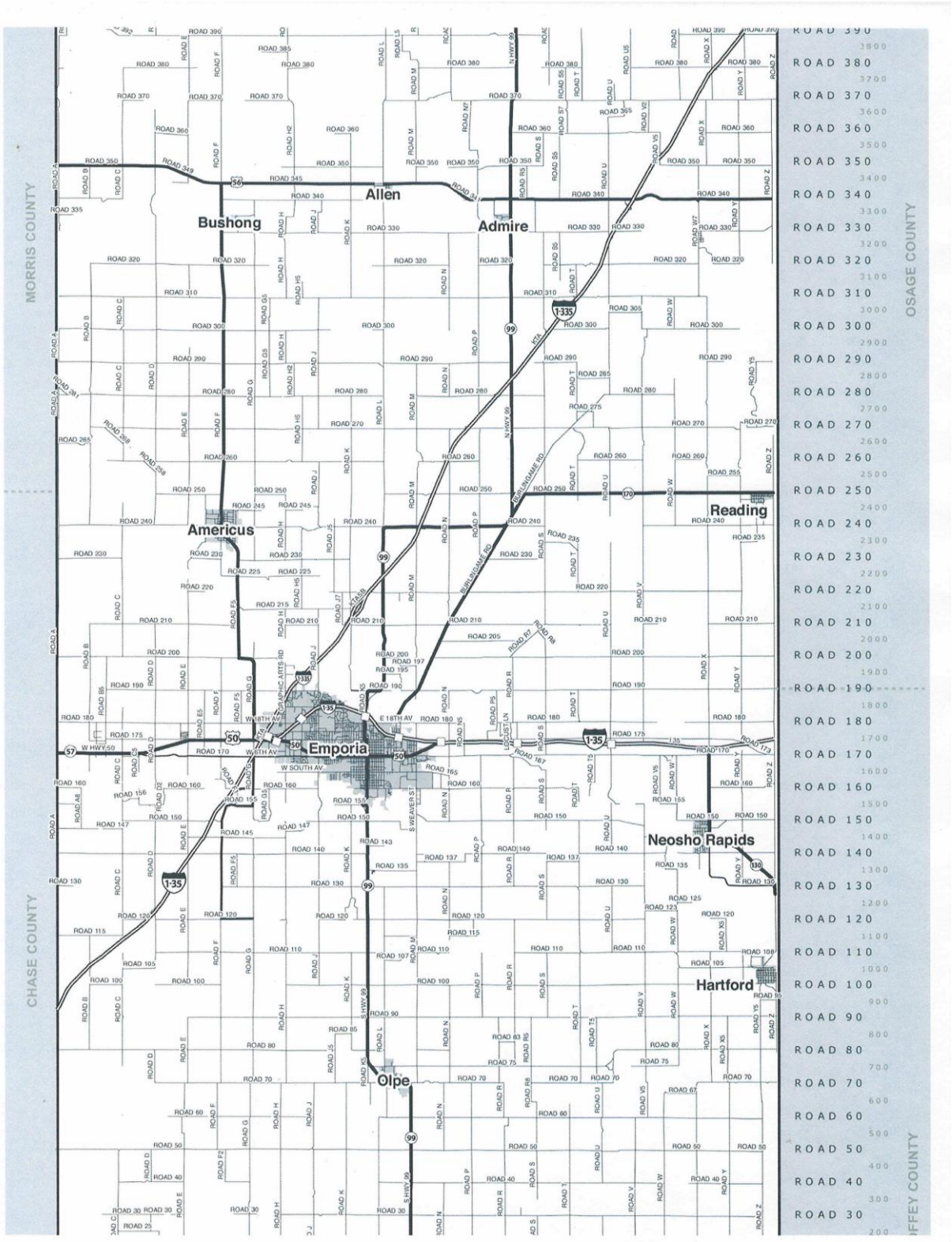
Appendix 13.b GENERAL SOILS MAPS

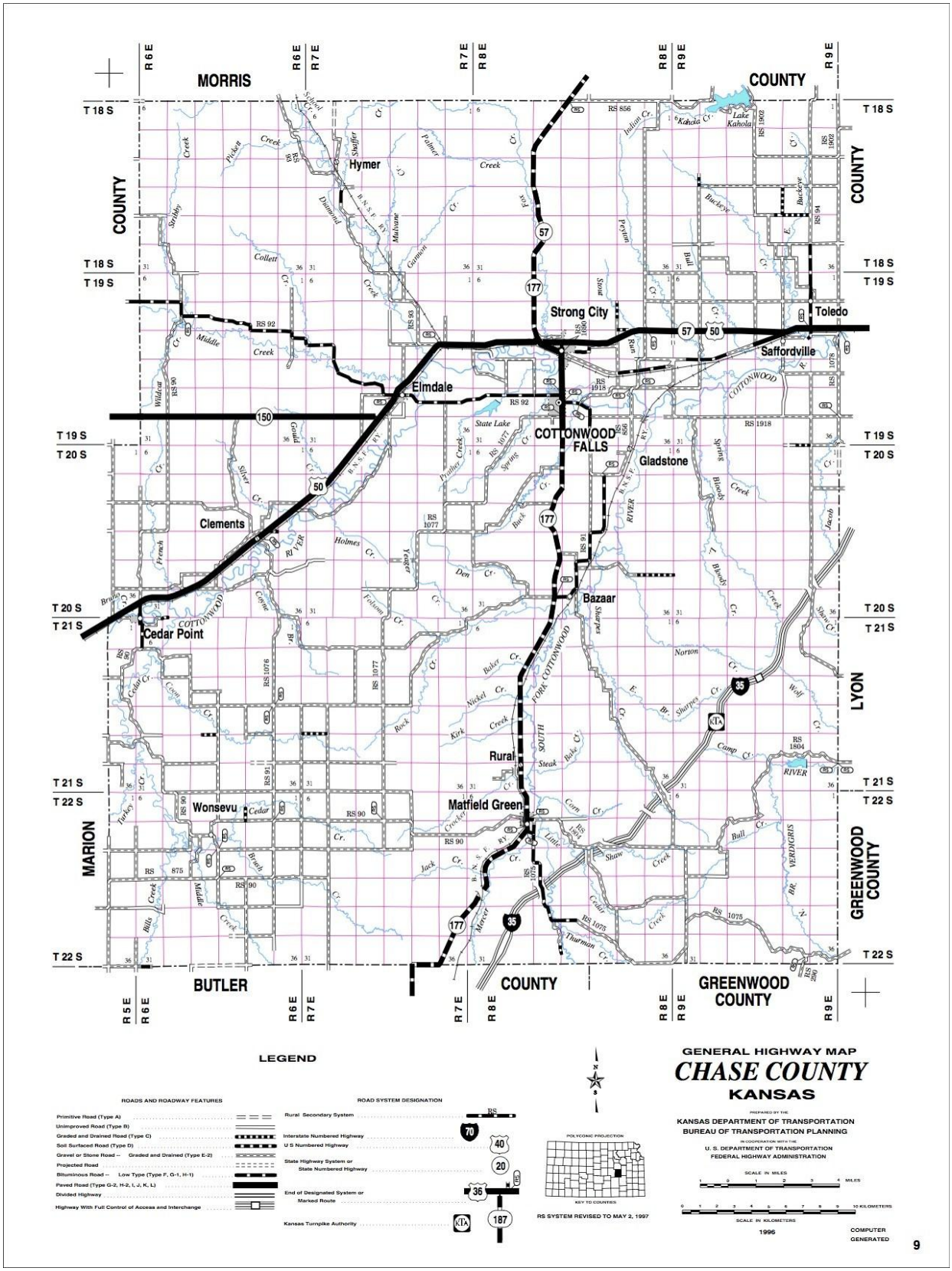


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Appendix 13.c GENERAL HIGHWAY MAP




Allen
Bushong
Admire
Americus
Reading
Emporia
Neosho Rapids
Hartford
Olpe
MORRIS COUNTY
CHASE COUNTY
OSAGE COUNTY
COFFEY COUNTY


MORRIS COUNTY
COUNTY
COUNTY
LYON COUNTY
MARION COUNTY
GREENWOOD COUNTY
BUTLER COUNTY
COUNTY
GREENWOOD COUNTY
Hymer
Strong City
Toledo
Saffordville
Elmdale
COTTONWOOD FALLS
Gladstone
Clements
Cedar Point
Bazaar
Rural
Matfield Green
Wonsevu
LEGEND
ROADS AND ROADWAY FEATURES
ROAD SYSTEM DESIGNATION
Primitive Road (Type A)
Unimproved Road (Type B)
Graded and Drained Road (Type C)
Soil Surfaced Road (Type D)
Gravel or Stone Road -- Graded and Drained (Type E-2)
Projected Road
Bituminous Road -- Low Type (Type F, G-1, H-1)
Paved Road (Type G-2, H-2, I, J, K, L)
Divided Highway
Highway With Full Control of Access and Interchange
Rural Secondary System
Interstate Numbered Highway
U S Numbered Highway
State Highway System or State Numbered Highway
End of Designated System or Marked Route
Kansas Turnpike Authority
POLYCONIC PROJECTION
KEY TO COUNTIES
RS SYSTEM REVISED TO MAY 2, 1997
GENERAL HIGHWAY MAP
CHASE COUNTY
KANSAS
PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH THE
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE IN MILES
SCALE IN KILOMETERS
1996
COMPUTER GENERATED
9

Appendix 13.d Solid Waste Code of City of Emporia

Chapter 23 Solid Wastes Article 1. In General

Sec. 23-1. Definitions:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Disposal Container*:** Containers to be collected with their contents for disposal and not to exceed thirty five (35) gallons in capacity.
***Garbage*:** All putrescible wastes, except sewage and body wastes, including vegetable and animal offal and carcasses of dead animals, but excluding recognized industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.
***Permanent Solid Waste Container*:** An enclosed metal one, two (2) or four (4) yard container provided for lease by the city of Emporia and reusable plastic and metal containers with handles, not exceeding thirty-five (35) gallons in capacity, for use as solid waste containers.
***Polycart*:** A container provided by the city of Emporia, Kansas, for the collection of solid waste. The polycart is typically made of plastic or rubber and can have various capacities. The polycart is portable and has a lid that closes.
***Refuse*:** Solid waste resulting from normal community activities, including all garbage and rubbish.
***Rubbish*:** All nonputrescible solid wastes, such as paper, wood, excelsior, yard trimmings, cans, glass, ashes, leaves, etc.
***Yard Waste*:** Organic material consisting of leaves, grass clippings, and other forms of organic garden waste. (1962 Code, ☒ 18-101; Ord. 92-9, ☒ 1, 4-1-1992; Ord. 97-41, ☒ 1, 11-5-1997; Ord. 06-03, ☒ 1, 2-1-2006)

Sec. 23-2. Prohibited Practices:
No person shall:
(1) Deposit garbage, refuse or rubbish from a residence or business in sidewalk litter receptacles provided for collecting litter from pedestrians or others using the streets and sidewalks; or
(2) Deposit garbage, refuse or rubbish in any solid waste container other than his own without the written consent of the owner of such container or with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal; provided that the above and foregoing shall not apply to the proper use of sidewalk litter receptacles; or
(3) Interfere in any matter with solid waste collection equipment or with solid waste collectors in the lawful performance of their duties as such; or
(4) Dispose of solid waste at a facility which is not approved by the city. (1962 Code, ☒ 18-102a; Ord. 415,☒ 1,9-17-1969; Ord. 938, ☒ 1, 2-7-1979; Ord. 92-9, ☒ 2, 4-1-1992)

Sec. 23-3. Backyards, Occupant's Duties:

The owner or occupant of any business lot, house or mercantile establishment, shall keep the property between the rear of the building and the alley line, clean and clear of all garbage, trash, refuse, paper, bottles, cans or other waste material. (Ord. 92-9, ☒ 3, 4-1-1992)

Sec. 23-14. Use Generally:

No owner or lessee or any other person owning any public or private premises, shall accumulate upon the any refuse, garbage or rubbish except in accordance with the provisions of this chapter and in accordance with the

premises provisions of rules and regulations promulgated by the city manager for the storage and collection of garbage, refuse and rubbish. Such rules and regulations shall include, but not be limited to, the following:

(1) All refuse, garbage and rubbish shall be accumulated for collection by the city in containers approved by the city;

(2) Containers, except those specifically designed for mechanical lifting and emptying by the city sanitation trucks, shall be designed not to exceed thirty-five (35) gallons in capacity.
(3) Containers shall be constructed so as to be strong, not easily corroded, rodent-proof, insect-proof, and shall be kept tightly covered at all times except when refuse is being deposited therein or removed there-from.
(4) No refuse resulting from the repair or remodeling of buildings, sidewalks, or other structures shall be deposited for collection in said refuse containers.
(5) Garbage must be drained and wrapped in paper prior to being deposited in the refuse container.
(6) Plastic bags impervious to air circulation may be used as containers for garbage, refuse or rubbish so long as the bag opening is kept securely tied or clamped shut except when rubbish is being deposited in or removed from the bag.
(7) The owners of commercial buildings shall be responsible for assuring that there is an adequate supply of appropriate refuse containers and collection frequency to preclude overflow at any time.
(8) Nonconforming containers may be collected together with their contents and disposed of. (1962 Code, ☒ 18-102; Ord. 415, ☒ 1, 9-17-1969; Ord. 938, ☒ 1, 2-7-1979; Ord. 92-9, ☒ 4, 4-1-1992; Ord. 99-6, ☒ 1, 4-7-1999; Ord. 03-07, ☒ 1, 2-26-2003; Ord. 06-03, ☒ 2, 2-1-2006)

Sec. 23-15. Collection Service A Municipal Function; Exception:
(a)The collection of refuse within the city is hereby deemed solely a municipal function.
(b)To ensure the greatest efficiency and lowest cost in such collection to all the citizens of the city, the city shall be the sole provider of such service, and commercial collection of refuse by any other person, firm or corporation within the city limits is hereby strictly prohibited.
(c)Nothing contained herein shall prevent or be construed as preventing or prohibiting the commercial collection of refuse not regularly collected within the city by the municipal refuse service nor as prohibiting an individual or business from disposing personally of their own refuse in an approved manner.
(d)The city manager shall have the authority to promulgate rules and regulations not inconsistent with the terms of this section nor with this chapter, as amended, regarding the collection, hauling and disposal of refuse.
(e)Notwithstanding the provisions of this section, any "trash hauler" as defined under article III of this chapter, as amended, operating under a license issued pursuant to the terms of said article III of this chapter shall not be prohibited from the operation of such business until the expiration, revocation or other termination of his license.
(Ord. 85-33, ☒☒ 1-5, 9-18-1985; Ord. 85-51, ☒ 1, 12-18-1985)

Sec. 23-16. Location of Refuse and Polycart Containers:
(a)Refuse Containers:
(1) Collection From The Street: If the refuse collection vehicle makes the collection of refuse from the street, disposable containers or permanent solid waste containers, not provided by the city, shall be placed by the resident near the back of the curb or edge of the roadway but not in the street. Such containers shall not be placed out for collection earlier than twelve (12) hours in advance of the start of the scheduled collections. Exemptions to the curb line placement of such containers may be made by the director of public works if, for valid physical reasons, no member of the household can be expected to carry the containers to the curb line.
(2) Collection From the Alley: If the sanitation truck makes the collection of refuse from the alley, permanent or disposable refuse containers shall be placed on private property near the alley line in racks or in designated spaces with rails or guards to prevent them from being overturned.
(b)Polycart Containers:
(1) Collection From The Street: Collection of refuse from polycart containers provided by the city will be from the street. Polycart containers shall be placed within five feet (5') of the back of the curb but not in the roadway. The polycart container shall be placed so the lid opens toward the street and such that there is a five foot (5') clear space on either side of the polycart. (Ord. 92-9, ☒ 5, 4-1-1992; Ord. 97-41, ☒ 2, 11-5-1997)

Sec. 23-17. Certain Refuse Not Collected by City:
(a)Refuse generated by contractors and refuse items too bulky to be placed in containers shall not be collected by the city.
(b)The removal of contagious disease refuse, or wearing apparel, bedding or other refuse from homes or other

places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the county health department or other healthcare professional.
(c)Inflammable or explosive refuse and highly flammable or explosive materials shall not be placed in containers for regular collection.
(d)Permitted industrial waste, tires, and lead acid batteries shall not be placed in containers for regular collection.
(Ord. 92-9, ☒ 6, 4-1-1992; Ord. 06-03, ☒ 3, 2-1-2006)

Sec. 23-18. Miscellaneous Unlawful Practices:

It is hereby deemed unlawful:
(1) For any person to intentionally place, in any solid waste container or disposable container anything other than the appropriate materials for pick up and to place that container at the curbside for collection.
(2) For the owner or person in control of any dog or cat to allow that dog or cat to damage any container or disturb the contents thereof after that container has been properly placed for collection. (Ord. 92-9, ☒ 7, 4-1-1992)

Sec. 23-19. Polycarts:

(a)***Provision and Collection*:** Except as otherwise provided in this section, the city will provide a single polycart to the resident without cost. Collection of the refuse will be provided once per week on a day to be established by the city. In the event that the polycart is lost or stolen, the resident will notify the police department and file a stolen property report. Upon the filing of such a report, the polycart will be replaced at no additional cost.
(b)***Care and Maintenance*:** Standard maintenance of the physical condition of the polycart due to normal usage will be performed by the city. The resident shall be responsible for the cleaning and storage of the polycart. If a polycart is damaged due to abuse, placement of hazardous materials, or extremely heavy materials within the cart, the resident will be charged for the replacement of the polycart at the cost charged by the manufacturer to the city, plus an administrative charge of eight dollars ($8.00).
(c)***Usage Of The Polycart* :** Residents provided the polycart shall utilize the cart for solid waste collection in accordance with the provisions of this chapter and the following:
(1) All refuse, garbage and rubbish shall be placed inside the polycart for collection by the city.
(2) All refuse, garbage and rubbish to be collected must be contained within the polycart and no loose materials/refuse will be collected.
(3) Solvents, liquids or hazardous materials must not be placed in the polycarts.
(4) No hot ashes are to be placed in the polycart. Extremely heavy objects, such as concrete, engine blocks, etc., should not be placed within the polycart.
(d)***Additional Fees***:
(1) If a resident finds that the polycart provided does not have sufficient capacity to contain the refuse generated by the household, it is the resident's responsibility to notify the sanitation department and request an additional container. The fee for each additional container provided shall be at the rate of seven dollars ninety cents ($7.90) per month.
(2) If a polycart cannot be physically picked up by the sanitation collection vehicle due to obstructed access (i.e., a vehicle parked in front of the polycart or the cart being placed next to a tree/mailbox) it will be passed for collection. Upon request by the resident, a special pick-up can be made at an additional cost of ten dollars fifty cents ($10.50) per pick-up.
(3) If the refuse generated by the household is in excess of the polycart capacity, an additional or loose pick up can be made upon request of the owner at an additional cost of ten dollars fifty cents ($10.50).

(e)*Other Regulations*: All other provisions of this chapter pertaining to municipal collection of solid waste shall be applicable to the use of polycarts to the extent that such regulations are not inconsistent with the provisions of this section. In the event that such regulations are inconsistent with this section, the provisions of this section shall control. (Ord. 97-41, ☒ 3, 11-5-1997; Ord. 03-07, ☒ 2, 2-26-2003; Ord. 06-03, ☒ 4, 2-1-2006Sec. 23-26. Established:

(a)For the collection of garbage, refuse and rubbish by the city, except where provided under subsection (b) of this section, the following monthly fees shall be charged from and after Jaunuary 1, 2021:

(1)	Single-family residences	$15.58 per month
(2)	For additional polycart service	$15.58 per month
(3)	Multiple-family dwelling units	The monthly charge is $15.58 per polycart
(4)	Trailer Park and mobile home park	The monthly charge is $15.58 per unit
(5)	Commercial, loose pick up	The minimum monthly charge is $35.85. Additional charges to be determined by time required for pick up and volume of refuse
(6)	Commercial polycart pick-up	The monthly charge is $15.58 per polycart per month for each unit. This service is limited to a maximum of 3 polycarts per unit, once a week pick up, street and physical accessibility for automated service as determined/approved by the solid waste supervisor
(7)	Special pick-up charge	$40.58
(8)	Administrative charge	$20.00 for change in sanitation service

(b)For the collection of garbage, refuse, and rubbish by the city where approved attachable containers rented from the city are utilized, the following monthly fees shall be charged from and after January 1, 2021:

Commercial/multi-family (uncompacted containers):

Pick Ups Per Week	*1 Yard*	*2 Yard*	*4 Yard*
1	$81.92	$113.68	$173.57
2	$104.14	$134.68	$201.34
3	$135.25	$170.37	$262.43
4	$170.66	$213.83	$334.64
5	$206.06	$257.44	$366.99
6	$241.47	$301.02	$426.90

Commercial/multi-family (compacted containers):

Pick Ups Per Week	*3 Yard*	*4 Yard*	*5 Yard*	*6 Yard*
1	$158.29	$201.34	$242.99	$284.64
2	$317.97	$402.68	$485.98	$570.69
3	$477.66	$604.00	$728.97	$855.33
4	$635.94	$805.35	$973.35	$1,141.36
5	$795.63	$1,005.29	$1,216.34	$1,426.02
6	$955.30	$1,206.63	$1,459.33	$1,712.05

Industrial box pick up	$96.01 per ton

For the collection of garbage, refuse, and rubbish by the city where the following are utilized, the following monthly fees shall be charged from and after January 1, 2024:

Roll-off containers (2 pick-ups per week):

10-yard city owned	$575.30
10-yard customer owned	$555.50
20-yard city owned	$858.90
20-yard customer owned	$824.70
40-yard city owned	$1,396.40
40-yard customer owned	$1,355.10

Sec. 23-27. Collection:

The charge for the collection of refuse will be made at the same time and in the same manner as the charge for the water utility service offered and furnished by the city, and such refuse charge shall be due and payable at the same time and place as the charge for the water utility service that is due and payable. The charge for refuse collections and the charge for water utility service are hereby declared to be parts of one debt to the city insofar as the same affects any one customer or consumer, and the refusal or failure to pay any part of such debt for any monthly period of service in accordance with the rules and regulations established by the governing body shall be sufficient cause for discontinuing water utility service. (1962 Code, ☒☒ 18-106, 18-107)

Sec. 23-28. Exemptions:

Exemptions from payment of municipal refuse collection fees shall be granted to business establishments who dispose of their own refuse or whose refuse is collected and disposed of in an approved manner; provided, that all establishments receiving water service shall be subject to such charges. (1962 Code, ☒ 18-108)

Sec. 23-40. Definitions:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Trash: Refuse, waste material, litter, ashes, sawdust, leaves, grass cuttings, shrubbery and tree trimmings, shavings, packing materials, boxes, excelsior, household rubbish and the like.

Trash Hauler: Any person who is engaged in the business of collecting, hauling and disposing of trash for hire. (Ord. 220, ☒ 1, 9-1-1965)

Sec. 23-41. Rules And Regulations:

The city manager shall have the authority to make rules and regulations not inconsistent with the terms of this article requiring the collection, hauling and disposal of trash to be done in such a manner as not to endanger the public health and safety. (Ord. 220, ☒ 7, 9-1-1965) Sec. 23-53. Required:

No person shall operate a trash hauling business for hire without possessing a valid, unexpired and unrevoked license issued by the city. (Ord. 220, ☒ 2, 9-1-1965)

Sec. 23-54. Application:

Application for a license required by this division shall be made to the city clerk on an application form prepared in duplicate. The city clerk shall supply the form. The application shall set forth the name of the applicant, his address and the make and type of vehicle to be used for collection and hauling of trash. (Ord. 220, ☒ 4(a), (c), 9-1-1965)

Sec. 23-55. Investigation And Issuance:

(a) Upon the filing of an application, the chief of police or his representative shall inspect the vehicle of the applicant to determine that the vehicle to be used is mechanically and operationally safe. If the vehicle is found to be unsafe, the chief of police shall so report to the city clerk, and the license shall be denied. If the vehicle is found to be safe, the chief of police shall so report to the city clerk. The report shall be returned to the city clerk not more than five (5) days after application is made.
(b) Upon the filing of an application, the city manager or his representative shall investigate the applicant's qualifications and ability to collect, haul and dispose of trash in a satisfactory manner, and the sufficiency of the construction of the applicant's vehicle to haul trash without the contents of the hauling bed escaping. If the applicant or his vehicle is found not to be qualified, the city manager shall so report to the city clerk, and the license shall be denied. If the applicant and his vehicle are found to be qualified, the city manager shall so report to the city clerk. The report shall be returned to the city clerk not more than five (5) days after application is made.
(c) An investigation fee of five dollars ($5.00), which fee shall be in addition to the license fee, shall be paid to the city clerk at the time the application for a license is made.
(d) If the reports of the chief of police and the city manager indicate that the applicant is qualified, the city clerk shall then issue the license. (Ord. 220, ☒ 5, 9-1-1965)

Sec. 23-56. Fee:

The fee for the license required by this division shall be one hundred dollars ($100.00) for each vehicle to be operated pursuant to such license. Such fee shall be paid at the time the license application is made. If the license is not issued, the city clerk shall return the fee to the applicant. The full amount of the fee shall be paid regardless of when the license is issued. (Ord. 220, ☒☒ 3, 4(b), 9-1-1965)

Sec. 23-57. Term:

A license issued pursuant to the provisions of this division shall expire at twelve o'clock (12:00) midnight on December 31 next following its issuance, provided, however, that such term shall be specifically subject and limited by the other provisions of this division. (OrdSec. 23-58. Revocation:
(a) The governing body of the city, upon ten (10) days' written notice to the person or persons holding the license may revoke a license issued pursuant to this division with or without cause at any time the governing body deems it expedient to the efficient transition of refuse collection to an exclusive collection function. Any trash hauler licensee shall have the opportunity to appear before the governing body prior to revocation to present cause why the license should not be revoked and notice of said opportunity shall be set forth in the aforementioned notice. The notice provided for hereunder shall be deemed sufficient if delivered personally or forwarded by certified or registered mail to the address contained in the licensee's application as provided by section 23-54 of this division.
(b) Any of the following reasons shall be deemed sufficient cause for revocation of any license issued pursuant to this division but the same shall not be deemed an exclusive listing:
(1) Fraud, misrepresentation or false statement in applying for a license hereunder or in the course of carrying on the business licensed.
(2) Any violation of the provisions of this section.
(3) Conviction of any crime or misdemeanor involving moral turpitude.
(4) Conducting the business of the licensee in an unlawful manner or in a manner constituting a breach of the peace or a menace to health, safety and the general welfare of the public.
(5) Conviction of violating any ordinance or law prohibiting littering [170] .
(6) Conviction during the license period of more than two (2) traffic offenses.

Sec. 23-59. Sunset Provisions:

(a) This article, as amended, shall by this provision expire on a quarterly basis during the calendar year unless the

governing body at its first meeting after such date affirmatively by resolution finds that it is necessary and desirable to extend the provisions of this article for another quarter. Provided that any trash hauler licensed under the provisions of this article shall have the opportunity to appear at any meeting at which the governing body shall be considering extending this article for purposes of showing cause why the provisions of this article should be extended. In the event the governing body does not take the affirmative action provided for herein any license issued under the provisions of this article shall be deemed null and void as of twelve o'clock (12:00) midnight on the date of the article's expiration and such trash hauler shall be at that point without authority to continue commercial collection of refuse within the city limits.
(b) For purposes of this section, the "date of the article's expiration" shall be deemed to be the date of the first official meeting of the governing body after a regular quarterly expiration date whereat the governing body fails to affirmatively extend the provisions of this article.

(c) For the purposes of this section, the term "quarterly" shall mean a period of three (3) calendar months. (Ord. 220, ☒ 8, 9-1-1965; Ord. 85-51, ☒ 4, 12-18-1985)

Sec. 23-70. Established:

The governing body shall designate an area of land for the purpose of a sanitary landfill. (1962 Code, ☒ 18-201; Ord. 1110, ☒ 1, 9-1-1982)

Sec. 23-71. Management and Control:

The management of the sanitary landfill shall be under the control of the city manager. The city manager may enter into agreements with any person as shall be deemed in the best interest of the city in the operation of the facility. (1962 Code, ☒ 18-202; Ord. 1110, ☒ 1, 9-1-1982)

Sec. 23-72. Rules and Regulations:

(a) The operation of the transfer station is subject to various federal and state statutory and regulatory requirements. The right is hereby reserved to refuse to accept the deposit of any waste at the transfer station or condition the acceptance of such waste as may be necessary to comply with the aforementioned requirements.
(b) The city manager may from time to time, as deemed necessary, adopt and promulgate rules and regulations for the safe and efficient operation of the transfer station. (1962 Code, ☒ 18-203; Ord. 1110, ☒ 1, 9-1-1982; Ord. 91-1, ☒ 2, 1-2-1991; Ord. 94-21, ☒ 2, 4-6-1994; Ord. 98-2, ☒ 2, 1-7-1998)

Sec. 23-73. Jurisdiction of City Ordinances, etc.:

The city does hereby extend all its police powers and ordinances pertaining thereto and over the sanitary landfill property and grounds to the same degree and with the same force and effect as if said property were situated within the corporate limits of the city. (1962 Code, □ 18-204; Ord. 1110, □ 1, 9-1-1982)

Sec. 23-74. Fees:

(a)Effective January 1, 2021, the following shall be the charges for the disposal of waste materials at the transfer station:

(1) Mixed loads:

Minimum (up to 500 pounds)	$ 10.00
After the first 500 pounds (per 10 pounds)	$2.42

		Per ton	$48.45
(2)	Construction demolition:		
		Minimum (500 pounds)	$10.00
		After 500 pounds (per 10 pounds)	$1.31
		Per ton	$26.33
(3)	Box pick up:		
		Trees and brush, per ton	$45.83
		CD waste, per ton	$63.27
		Trash, per ton	$96.01
	Roll-off unit charge:		
		10 and 20 cubic yard container, per week	$87.27
		40 cubic yard container, per week	$116.37
(4)	Administrative charge for change in sanitation service		20.00
(5)	White goods, minimum charge per item		$30.55
(6)	Special wastes, minimum per ton, plus associated administrative and handling costs		$76.56
(7)	Special pick-up charge		$40.58
(8)	Tires:		
	a.	20 inches or smaller, each	$3.36
	b.	21 inches to 24.5 inches, each	$6.56
	c.	Larger than 24.5 inches	Accepted only if split
	d.	Tires already processed (split along circumference) will be accepted at the $25.00 per ton rate (10 minimum).	
(9)	Out of county, accepted only upon written approval of city engineer and at a minimum rate of $71.10 per ton mixed loads and $39.50 per ton construction and demolition waste.		

(b)Industrial waste materials must receive an authorization permit from the Kansas department of health and environment and Hamm's quarry before they may be properly disposed of. Industrial waste which has this authorization and is determined acceptable by the city at the transfer station will be assessed the special waste fee of seventy-six dollars twenty fifty-six cents ($76.56) per ton plus associated administrative handling costs.
(c)A "packer type truck" is a truck that is equipped with a compaction unit designed for the purpose of compressing solid waste materials. A fee of forty-five dollars forty-two cents ($45.42) per ton is hereby established to recover the cost to the city for the disposal of this waste.
(d)Loads brought by motor vehicle for disposal at the landfill must be securely covered so as to prevent the

covering or load from becoming loose, detached or in any manner escaping from the vehicle. Fees for unsecured loads shall be a minimum of thirteen dollars ($13.00) or double the amount of charges per subsection (a) of this section, whichever is greater.
(e)The fees designated herein shall be subject to review by the governing body and may be changed by ordinance.

Sec. 23-75. Location Restriction:

(a)Only trash, rubbish or other solid wastes developed in Lyon County, Kansas, shall be accepted for deposit into the sanitary landfill. Other counties may be allowed use of the facility upon the concurrence of the governing body of the city and the board of county commissioners of Lyon County, Kansas.

(b)*Reserved*: (Ord. 91-1, □ 4, 1-2-1991; Ord. 94-21, □ 4, 4-6-1994)

Sec. 23-76. Fuel Surcharge:

(a)For the collection of garbage, refuse and rubbish by the city, and disposal of solid waste at the landfill, the following fuel surcharge shall be applied to the monthly or other bill:

Fuel Price	*Amount Per Pick Up*	*Gate House Charge Per 500 Pounds*
$3.50 to $3.74	$0.34	$0.59
3.75 to 3.99	0.37	0.68
4.00 to 4.24	0.40	0.76
4.25 to 4.49	0.42	0.85
4.50 to 4.74	0.45	0.90
4.75 to 4.99	0.48	1.02
5.00 to 5.24	0.51	1.11
5.25 to 5.49	0.54	1.19
5.50 to 5.74	0.57	1.28
5.75 to 6.00	0.60	1.36

(b)The benchmark for calculating the surcharge is the prior quarterly average of the weekly Midwest retail on-highway diesel price published by the department of energy, energy information administration, excluding the last full week of the quarter. The average is rounded up or down to the closest fuel price. (Ord. 08-37, □ 1, 11-19-2008)

Natural Resources Advisory Board

Sec. 23-131. Creation and Composition:

(**a**)***Creation; Membership*****:** There is hereby created an advisory board to be known as the natural resources advisory board. The board shall consist of not less than eight (8) members and not more than twelve (12) members. Eight (8) of the members shall be appointed by the Emporia city commission. Two (2) members shall be appointed by the Lyon County commission. Two (2) members shall be appointed by the Chase County commission.
(b)***Residence; Appointment To Fill Vacancy; Compensation*****:** Members of the board shall reside within the limits of Lyon County or Chase County. Any member who moves his or her residence outside their respective area shall automatically cease to be a member, and a vacancy shall thereby be created. Appointment of members to fill vacancies shall be made in the same manner as the original appointment. The members of the board shall serve without compensation.
(**c**)***Term* :** Members of such natural resources advisory board shall hold their offices for a term of three (3) years and until their successor shall have been appointed. Members shall serve no more than two (2) successive three (3) year terms in addition to any unexpired term to which they may have been appointed.
(d)***Meetings; Quorum; Attendance*** **:** The board shall meet on an as needed basis, at a time decided by the board for the purpose of conducting such business as may come before it. Special meetings may be called by the chairperson or by a majority of the board presently serving. A majority of the presently serving members of the board shall constitute a quorum for the purpose of conducting the business thereof. The board may, by majority vote of the board, recommend to the governing body that a member's term be terminated and a new member appointed to fill any unexpired term, whenever a member fails to comply with the attendance requirements of the board's bylaws.
(e)***Officers*****:** The board shall elect from among its members a chairperson and vice chairperson. The vice chairperson shall act as the chairperson during the absence or incapacity of same. The term of office for the chairperson and vice chairperson shall be for one year, and no person shall serve more than two (2) consecutive years in the same office. The chairperson and vice chairperson may resign from office at any time during their terms and may do so without resigning from membership on the board.
(f)***Removal Of Member*****:** No member or members of the board shall attempt to act on any matter over which the board has jurisdiction unless and until the board has given prior approval to such action. Any member of the board may be removed by the mayor with the consent of the governing body for inefficiency, neglect of duty, or misconduct or malfeasance in office; no such removal shall be effective until the member proposed to be removed has been furnished a written statement of the charges and an opportunity to be heard thereon by the governing body.

Sec. 23-132. Duties and Responsibilities:

It shall be the responsibility of the board to study and promote recycling and resource conservation. The board, when requested by the city commission, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. (Ord. 90-20, □ 2, 10-17-1990)

Appendix 13.e Solid Waste Management Committee & Plan Holders

CHASE COUNTY ● CITY OF EMPORIA ● LYON COUNTY

SOLID WASTE MANAGEMENT PLAN COMMITTEE

Chase County Commissioners

Alan Phipps, Courthouse, P.O. Box 529, Cottonwood Falls KS 66845
Matt Miller, Courthouse, P.O. Box 529, Cottonwood Falls KS 66845
Tony Hazelton, Courthouse, P. O. Box 529, Cottonwood Falls KS 66845

Chase County at Large

Charles Swift, Noxious Weed Director, P.O. Box 529, Cottonwood Falls KS 66845
William Halvorsen, Chase County Attorney, 308 Broadway, Cottonwood Falls KS 66845
Ann Mayo, 766 Middle Creek Rd. Elmdale, KS 66850

City of Emporia

Trey Cocking, Emporia City Manager, 522 Mechanic, Emporia KS 66801
Mark Detter, Deputy City Manager, 522 Mechanic St., Emporia KS 66801
Dean Grant, Emporia Public Works Director, 1220 Hatcher, Emporia KS 66801
Keith Senn, Solid Waste Manager, 1220 Hatcher, Emporia KS 66801
Derek Wells, Solid Waste Assistant, 1220 Hatcher, Emporia KS 66801
Tim Delcamp, Chairperson, 3100 W. South Ave, Emporia, KS 66801
Tina Weeks, Transfer Station Foreman II, 3100 W. South Ave, Emporia, KS 66801

General Public Representative

Vacant Position

Lyon County Commissioners

Ken Duft, Courthouse, 430 Commercial, Emporia KS 66801
Doug Peck, Courthouse, 430 Commercial, Emporia KS 66801
Rollie Martin, Courthouse, 430 Commercial, Emporia KS 66801

Lyon County At Large

Molly Priest, County Counselor, Courthouse, 430 Commercial, Emporia KS 66801
Wayne Scritchfield, Lyon County Engineer, 500 South Prairie, Emporia KS 66801
Brandon Rains, Rd. 147, Emporia KS 66801

Private Industry Representatives

Bruce Boettcher PE, BG Consultants, Inc., 2508 West 15th Avenue, Emporia KS 66801

Recycling Industry Representatives

Jordan Williams, Westside Recycling, 3401 W. 6th Ave., Emporia KS 66801

Rural/Unincorporated Area Representative

Fred R. Reber, 1542 Road R, Emporia KS 66801

Solid Waste Industry Representatives

Greg Traver, District Mgr., Waste Management, 3611 NW 16th Street, Topeka KS 66618
Steve Bechtel, Steve's Trash Service, 205 Westphalia St., Olpe, KS 66865
Stephen Davidson, Dumpster Pros, 1388 US Hwy 56, Allen, KS 66833

SOLID WASTE MANAGEMENT PLAN HOLDERS

Donna Uhl, Mayor, 505 Main St., Admire KS 66830

Jessie Niedfelt, Mayor, P.O. Box 385, Allen KS 66833

Dustin Wright, Mayor, 604 Main St. Americus KS 66835

Frederick W. Fechter, Mayor, 401 Cedar, Bushong KS 66833

Luke Wessel, Mayor, P.O. Box 38, Cedar Point KS 66843

Bud Sisson, Mayor, P.O. Box 487, Cottonwood Falls KS 66845

Theresa Simmons, Mayor, 206 Murphy Street, Elmdale KS 66850

Erren Harter, Mayor, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Becky Smith, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Tyler Curtis, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Susan Brinkman, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Jamie Sauder, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Christina Montgomery, Emporia City Attorney, 522 Mechanic Street, Emporia KS 66801

Jim Ubert, Emporia City Engineer, 522 Mechanic, Emporia KS 66801

Kenny Hamman, Mayor, P.O. Box 176, Hartford KS 66854

Donnie Swift, Mayor, Route 1 Box 50, Matfield Green KS 66862

Dallas Shepard, Mayor, 238 N. Main St, Neosho Rapids KS 66864

Keith Pimple, Mayor, 503 Charles St., Olpe KS 66865

Malonne Davies, Mayor, 613 1st St., Reading KS 66868

Justin Garr, Mayor, 225 E. 4th, Strong City KS 66869

Lindsay Peterson, Environmental Scientist, KDHE-BWM, 1000 SW Jackson, Suite 320, Topeka KS 66612-1366

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
DECEMBER 19, 2024, AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:00 p.m. by Chairperson Tim Delcamp. There were seven (7) persons in attendance. The attendance sheet is attached at the end of these minutes.

This meeting was to review the "Annual Review Edition of the Solid Waste Management Plan" for the year 2023.

1) **Approval of Minutes from the November 30, 2023, Meeting:**

Keith Senn moved to approve the minutes of the November 30, 2023, meeting. Chip Woods seconded the motion, and the motion passed unanimously.

2) **Introductions:**

All person present introduced themselves. Secretary Chip Woods informed the Committee that he planned on retiring from Lyon County in the first quarter of 2025, and the Committee would need to have a new Secretary.

3) **Election of Committee Members (Chair. Secretary, etc.):**

Chairperson Delcamp asked for nominations for Chair. Derek Wells moved for Tim Delcamp to continue to serve as Chair. Chip Woods seconded the motion, and it passed unanimously.

Chairperson Delcamp asked for nominations for Secretary. Chip Woods moved for Derek Wells to serve as Secretary. Chairperson Delcamp seconded the motion, and it passed unanimously.

4) **Review and discussion of Solid Waste Activity:**

Keith Senn presented the *Solid Waste Management Plan Meeting Overview For the Year 2023*.

Sanitation Collections:

The City's Sanitation Collections Department collected 30,870.13 tons of trash from its residents, commercial businesses, and industries in Emporia in 2023. This represents a decrease of 2,187.25 tons from 2022. This tonnage accounted for approximately 88.12% of the total trash intake at the City of Emporia/Lyon County Transfer Station. In addition to trash, 1,080.31 tons of construction demolition and 2.09 tons of brush were also collected by the Roll-Off Service.

Equipment purchases for the Collections Department in 2023 included:

1) A Crane Carrier truck with Labrie Automizer Side Load Body (#324) was ordered for 2023 on 11-3-2022. It was delivered on 3-15-2024 with a purchase price of $354,439.00.

Transfer Station

The Transfer Station received a combined total of 55,615 tons of materials in 2023. This is a decrease of 4,140.54 tons from 2022. Comparison of 2023 tonnages to 2022

tonnages indicates increases in brush, whole passenger, and oil. Decreases were observed in trash, construction demolition material, compost, and split tires.

A total of 34,293.64 tons of Municipal Solid Waste was shipped in 1,517 semi loads to Hamm's Landfill in 2023 compared to 36,232.83 tons in 1,528 loads in 2021.

Hamm's Landfill shipping costs increased 8.01% (2.84/ton) in 2023. The base shipping rate for 2023 was $38.28 per ton. The average price per ton for trash to the Hamm's Landfill in 2022 including the fuel surcharge was $41.23 per ton compared to $39.47 per ton in 2022. The Transfer Station did not charge a fuel surcharge to its customers in 2023.

KDHE did not inspect the Transfer Station, Construction Demolition Landfill, Tire Mono-fill, and other permitted areas on 5-11-2023 with no violations. The Old Sanitary Landfill was inspected by KDHE on 6-19-2023 with no violations. The brush area was not inspected by KDHE in 2023.

Approximately 2,672.77 tons of trees and brush were accepted throughout the year (222.73 tons per month average). This was an increase of 218.61 tons from 2022. Staff utilized an Air Curtain Burner to dispose of the materials throughout the year. There was 1 open burn in 2023. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 13, 2023. KDHE issued the required Class 1 Emission Source Operating Permit on November 5, 2018 (Expires 11-24-2023). A permit renewal drafted by Terracon was submitted to KDHE on September 11, 2023 and was issued on 4-11-2024.

BG Consultants was hired to conduct a re-test of 6 monitoring wells that were discovered to exceed the maximum contaminant level of 10 micrograms per liter of arsenic beginning in 2014. On November 17, 2023 staff from BG collected samples fro the 3 monitoring wells (3B, 6, 8A) which contained high arsenic levels previously. KDHE did not collect split samples at that time. Samples were analyzed by Pace Labs. Place Labs indicated no arsenic was detected. The city will be required to continue annual testing of those 3 monitoring wells.

Staff placed Construction Demolition Materials in phase 5 of Cell #6 of the CD Landfill. Cell 4 was covered during the period of 6-23-2023 through 12-88-2023 and seeded in 2024. Phases1-4 are officially closed.

A "Free Landfill Days" event was held April 29 – May 7, 2023. 860 customers and the Cities of Hartford, Reading, and Cottonwood Falls disposes of 123.31 tons of trash and 35.90 tons of Construction Demolition Materials.

A 2023 John Deere model 710L Backhoe ordered in 2022 was delivered on 2-13-23 with a purchase price of $205,085.00. The Transfer Station also received a leased Ford F-150 pickup.

Upgrades to the facility included and AC unit installed in the Tipping Building Office.

Recycling

The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2023. The Center processed and shipped 973 tons of cardboard and a small amount of shredded office paper in 2023. Recycling markets saw an overall decrease during the year. The average price per ton paid for all materials (including paper and iron) in 2023 as $83.47 compared to $129.15 in 2022. Ferrous and

non-ferrous metal recycling accounted for 165.37 tons and oil tonnage totaled 7.78 tons. Costs avoided by not shipping this tonnage as trash was approximately $52,656.91.

The City of Emporia's biweekly Curbside Recycling program generated 975 tons of material in 2023. Other recycling material sources added 302.74 tons of material to the program. 1,277.91 tons of recyclable materials were shipped to Hamm's in 2023. Cost to the City for shipping 79 semi loads and sorting of materials by Hamm's totaled $59,431.65 compared to $50,090.49. There were no rebates from Hamm's in 2023.

The County recycling trailer program continued to service 6 Lyon County Cities, 4 Chase County Cities, and the Kahola Lake Community. In 2023 the program generated 11.77 tons of recyclable materials. This tonnage represents a decrease of 7.62 tons from 2022.

There was no major purchase in 2023.

There were no facility upgrades in 2023.

Chip Woods asked if there is a push to charge for curbside recycling in the City of Emporia.

Keith Senn said that the costs have gone up. Charging for curbside residential recycling is a possibility. Neighboring counties may have to pay. It costs the City less for trash than for recycling.

5) **Solid Waste Management Plan Updates and Changes:**

Chairperson Delcamp said that we will go through the Plan by Sections for any comments.

Section 1: Gary Watts commented on burning permits. Keith Senn said that the city is required to have a burn permit

Section 2: No Comments

Section 3: Table 3-2: Chairperson Delcamp commented that the annual amount of the materials in 2023 were exactly the same as in 2022. Derek Wells said that he will check on the 2023 amounts.

Item 3.d: Steve Bechtel said that Americus is collected on Fridays and Elmdale, Toledo is collected on Wednesdays.

Section 4: Table 4.3: The hours for the City of Emporia hours on Sunday should be 1:00 to 5:00.

Section 5: No comments.

Section 6: Table 6.1: Keith Senn commented to update that Tree and Brush Waste are directed to the Air Curtain Burner.

Page 6-4: Chip Woods noted in **Year 2023** that the 2024 Ford1150 Pickup be corrected to a Ford-150 Pickup.

Page 6-6: Keith Senn that the term "Materials Processing Faculty (MPF)" should be corrected to "Materials Recovery Facility (MRF)" throughout the page and also on Page 6-7 under Commercial Recycling.

Section 7: Page 7-1: Keith Senn said that the programs by the Natural Resources Advisory Board have changed.

Section 8: Keith Senn said that employee titles in Tables 8.1 through 8.4 were changed. Foremen are now Supervisors and he is the Solid Waste Manager.

Item 8.c: Keith Senn said to delete the Horizontal Wood Grinder and that there are 2-wheel loaders instead of 1.

Section 9: No Comments.

Section 10: Steve Bechtel said that he no longer serves the town of Hartford.

Section 11: Page 11-1: Keith Senn commented that in the **Year 2024** to change Refurbish Track Loader to **Year 2028**.

Sections 12: Table 12.1: Steve Bechtel said to change the phone number for Steve's Trash Service to (620) 475-3860.

Section 13: Page 13-16: Keith Senn said that they need to clean up the information on Roll-Off Containers as the correct information is on Page 13-19.

Page 13-22: Chip Woods commented on **Lyon County At Large** that Molly Priest is now the County Counselor, not the Assistant County Counselor. Under **Chase County At Large** Ann Mayo is no longer the Chairperson for the Committee.

Page 13-58: Keith Senn commented under **Emergency Contact Phone Numbers:** to change his title to Solid Waste Manager.

Page 13-64: Chairperson Delcamp noted that the map needed to be changed to the correct map.

6) **Items from the floor (new business/old business):**

Keith Senn said that there will be rate increases in 2025 and 2026. He said that the 2025 rates will be effective on January 1, 2025.

7) **Discuss Illegal Dumping Issue:**

Chip Woods discussed the continuing issue with illegal dumping. He commented that in the past year that besides bagged trach and tires, his crew have picked up more furniture like couches, recliners, and mattresses.

8) **Adopt Solid Waste Management Plan with corrections discussed in tonight's meeting or reschedule for later date.**

Chip Woods made a motion to adopt the 2024 Annual Review Edition of the Solid Was Management Plan as corrected. Keith Senn seconded the motion, and it received a unanimous vote.

Chip Woods made the motion to adjourn. Steve Bechtel seconded the motion, and it received a unanimous vote.

Chairperson Delcamp adjourned the meeting at 8:14 p.m.

Respectfully Submitted;

Warren Chip Woods
Secretary

Solid Waste Management Committee
Chase County - City of Emporia - Lyon County

2024 Solid Waste Management Plan - Annual Review Edition

Emporia City Water Filter Plant Meeting Room
December 19, 2024
7:00 p.m.

Name	Agency or Representation	Address	Email	Telephone
Gary Watts	Lyon Co	1373 Rd C Emporia	gmwatts@lcnb.coop	620 341 2548
Chris Woods	Lyon County	500 S. Prairie, Emporia	cwoodse lyon county. org	620-340-8220
Derek Wells	City of Emporia	1220 Hatcher St. Emporia	dwells@emporiaks.gov	620-340-6334
Keith Senn	City of Emporia	1220 Hatcher Emporia	Ksenn@emporiaks.gov	620-340-6334
Tim Dekamp	City of Emporia	3100 W South Ave	Tdekamp@emporiaks.gov	620-340-6360
Preston Bechtel	Steve's trash	205 Lost Prairie Olpe		620-475-7860
Steve Bechtel	Steve's Trash	2809 Lakeridge Rd	stevestrashservice@gmail.com	620-340-5830

Lyon County Zoning Lyon
County Courthouse 430
Commercial
Emporia, KS 66801
Phone (620) 341-3471 Fax (620) 341-3249
sseeley@lyoncounty.org

December 26, 2024

Public Works Department City of
Emporia
1220 Hatcher
Emporia. KS 66801

To Whom It May Concern:

The Lyon County Planning and Zoning office has reviewed the Solid Waste Management Plan for Chase County, the City of Emporia, and Lyon County.

We find the plan to be consistent with our mission, goals, and objectives and encourage the Kansas Department of Health and Environment to approve the plan

The Lyon County Planning and Zoning office serves the Citizens of Lyon County, Kansas. Our main goals are to preserve good agricultural land and the orderly and efficient extension of public utilities in Lyon County.

We commend the efforts of the Solid Waste Planning Committee on developing a well- written comprehensive plan that responsibly deals with solid waste in Chase and Lyon Counties.

Respectfully,

Samuel Seeley
Planning/Zoning/FPM Director

cc; Lyon County Planning and Appeals Board

RESOLUTION NO. 3-25

(A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN OF CHASE COUNTY, THE CITY OF EMPORIA, AND LYON COUNTY, KANSAS)

WHEREAS, the Board of County Commissioners of Lyon County, Kansas met in due and regular session on the 9 day of January, 2025; and

WHEREAS, the Solid Waste Management Planning Committee met on December 19, 2024, with seven (7) members of that committee being present for the purpose of the 2023 Annual Review of the Solid Waste Management Plan with Lyon County as required by statute; and

WHEREAS, the 2023 Solid Waste Management Plan Annual Review for Chase County, the City of Emporia, and Lyon County was adopted as set out in the Solid Waste Management Planning Committee meeting on December 19, 2024.

NOW, THEREFORE BE IT RESOLVED, ORDERED AND ORDAINED, by the Board of County Commissioners of Lyon County, Kansas that the changes made at the 2023 Annual Review meeting held by the Solid Waste Management Committee on December 19, 2024, are hereby adopted as the Solid Waste Management Plan 2023 Annual Review for Lyon County, Kansas by the Board of County Commissioners of Lyon County upon publication.

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS

Rollie Martin, Chairman

ATTEST:

Tammy Vopat, County Clerk

Doug Peck, Vice-Chairman

Ken Duft, Commissioner

Resolution 2024-07

A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA AND LYON COUNTY, KANSAS

WHEREAS the Board of County Commissioners of Chase County, Kansas met in due and regular session on this 31st day of December, 2024; and

WHEREAS the Solid Waste Planning Committee met on December 19, 2024 to review the year 2023 at the City Water Plant Meeting Room with members of that committee being present for the purpose of the Annual Review for the Solid Waste Management Plan which Lyon County is required by statue to have; and

WHEREAS the Solid Waste Management Plan (2024 Annual Review Edition SWMP) for Chase County, The City of Emporia and Lyon County was adopted with amendments as set out in the Solid Waste Management Committee meeting of December 19, 2024.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Chase County, Kansas that the Solid Waste Management Plan for Chase County, the City of Emporia and Lyon County, Kansas dated along with the amendments made to that plan made by the Solid Waste Committee meeting of December 19, 2024, held at the City Water Plant Meeting Room is hereby adopted as the Solid Waste Management Plan for Chase County, The City of Emporia and Lyon County, Kansas by the Board of County Commissioners of Chase County.

BY THE BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

Anthony D. Hazelton, Chairman

Matthew Miller, Vice-chairman

ATTEST:

Connie M. Pretzer, County Clerk

Alan Phipps, member

RESOLUTION NO. 3753

A RESOLUTION RELATING TO THE ANNUAL REVIEW OF THE SOLID WASTE MANAGEMENT PLAN OF THE CITY OF EMPORIA, LYON COUNTY, AND CHASE COUNTY

WHEREAS, the Solid Waste Management Planning Committee met on December 19, 2024, at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan annual review for the City of Emporia, Lyon County, and Chase County was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of December 19, 2024; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for City of Emporia, Lyon County, and Chase County the by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 8th day of January 2025.

Erren Harter, Mayor

ATTEST:

CITY OF EMPORIA, LYON COUNTY, KANSAS SEAL 1870

Kerry Sull, City Clerk

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367

Kansas
Department of Health and Environment

Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Acting Secretary

Laura Kelly, Governor

February 3, 2025

Keith Senn
Solid Waste Manager
1220 Hatcher St.
Emporia, KS 66801

Re: 2025 Chase, Lyon, Emporia Solid Waste Management Plan Approval

Dear Keith Senn,

The 2025 Chase, Lyon, Emporia Solid Waste Management Plan Annual Review has been reviewed and approved. The 2026 Chase, Lyon, Emporia SWMP Annual Review will be due **October 31, 2026.**

If you require assistance or have any questions, feel free to contact me at 785-296-1120 or Lindsay.Peterson@ks.gov

Sincerely,

Lindsay Peterson
Environmental Compliance and Regulatory
Specialist Waste Reduction and Local Assistance
Kansas Department of Health and Environment
Bureau of Waste Management

C. Chase, Lyon, Emporia County Solid Waste File

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
NOVEMBER 30, 2023, AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:00 p.m. by Secretary Chip Woods. There were seven (7) persons in attendance. The attendance sheet is attached at the end of these minutes.

This meeting was to review the r Year Review and the "Annual Review Edition of the Solid Waste Management Plan" for the year 2022.

1) **Approval of Minutes from the November 10, 2022, Meeting:**

Keith Senn moved to approve the minutes of the November 10, 2022, meeting. Tim Delcamp seconded the motion, and the motion passed unanimously.

2) **Introductions:**

All person present introduced themselves. Secretary Chip Woods informed the Committee that Ann Mayo had a family emergency and would no longer be able to be a member of this Committee. Chip said that he planned on retiring from Lyon County in the first quarter of 2024, but would be willing to remain on the Committee.

3) **Election of Committee Members (Chair. Secretary, etc.):**

Secretary Chip Woods asked for nominations for Chair. Dean Grant moved for Tim Delcamp to serve as Chair. Keith Senn seconded the motion, and it passed unanimously.

Chairperson Delcamp asked for nominations for Secretary. Keith Senn moved for Chip Woods to continue to serve as Secretary. Tina Weeks seconded the motion, and it passed unanimously.

4) **Review and discussion of Solid Waste Activity:**

Keith Senn presented the *Solid Waste Management Plan Meeting Overview For the Year 2022*.

Sanitation Collections:

The City's Sanitation Collections Department collected 33,057.38 tons of trash from its residents, commercial businesses, and industries in Emporia in 2022. This represents an increase of 2,519.00 tons from 2021. This tonnage accounted for approximately 91.23% of the total trash intake at the City of Emporia/Lyon County Transfer Station. In addition to trash, 1,350.55 tons of construction demolition and 3.59 tons of brush were also collected by the Roll-Off Service.

Equipment purchases for the Collections Department in 2021 included:

1) 702 of the 96-gallon trash carte were purchased from Rehrig Pacific at a cost of $48,254.40. The carts were delivered on February 16, 2022.
2) A Lincoln 3 phase welder was purchased for the Sanitation Shop.

Transfer Station

The Transfer Station received a combined total of 59,755.54 tons of materials in 2022. This is an increase of 5,225.97 tons from 2021. Comparison of 2022 tonnages to

2021 tonnages indicates increases in trash, Construction Demolition, and oil. Decreases were observed in tires, Appliances, yard waste and brush.

A total of 36,232.83 tons of Municipal Solid Waste was shipped in 1,578 semi loads to Hamm's Landfill in 2022 compared to 35,893.48 tons in 1,564 loads in 2021.

Hamm's Landfill shipping costs increased 6% (2.01/ton) in 2022. The base shipping rate in 2022 was $35.44 per ton. The average price per ton for trash to the Hamm's Landfill in 2022 including the fuel surcharge was $39.47 per ton compared to $34.47 per ton in 2021. The Transfer Station did not charge a fuel surcharge to its customers in 2022. The current contract is currently under negotiations.

KDHE did not inspect the Transfer Station, Construction Demolition Landfill, Tire Mono-fill, and other permitted areas in 2022. The brush area and the old Sanitary Landfill were not inspected by KDHE in 2022.

Approximately 2,454.16 tons of trees and brush were accepted throughout the year (204.51 tons per month average). This was a decrease of 639.94 tons from 2021. Staff utilized an Air Curtain burner to dispose of the materials throughout the year. There was 1 open burn in 2022. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 15, 2022. KDHE issued the required Class 1 Emission Source Operating Permit on November 15, 2018 (Expires 11-24-2023). A permit renewal drafted by Terracon was submitted to KDHE on September 11, 2023. The contract continues to be processed and the City is awaiting issuance of the new permit.

BG Consultants was hired to conduct a re-test of 6 monitoring wells that were discovered to exceed the maximum contaminant level of 10 micrograms per liter of arsenic beginning in 2014. On November 22, 2022 staff from BG collected samples of the 3 monitoring wells (3B, 6, 8A) which contained high arsenic levels previously. KDHE did not collect split samples at that time. Samples were analyzed by Pace Labs. Place Labs indicated that arsenic was below the minimum contaminant levels (Wells 3B = 2.4 mgl., 6 = not detect, and 8A = 3.3 mgl.) The city will be required to continue annual testing of those 3 monitoring wells. The next testing event according to the inter-local agreement for all 13 wells will be in 2024.

Staff continued placing materials in phase 4 of Cell #6 of the CD Landfill. Phases 1 – 3 have been closed.

A "Free Landfill Days" event was held May 14 – May 22, 2022. 941 customers and the Cities of Hartford, Reading, and Cottonwood Falls disposes of 141.47 tons of trash and 66.90 tons of Construction Demolition Materials.

Major equipment purchases in 2022 consisted or the purchase of a 2023 John Deere model 710L Backhoe.

Upgrades and repairs to the facility included: The Track Loader Bay of the equipment Shed was completed in including the construction of the north bay wall with a walk out door, electricity, heating, insulation, water and plumbing fixture, and an overhead door opener.

Recycling

The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2022. The Center processed and shipped 1,090 tons of cardboard and a small amount of shredded office paper in 2022. Paper recycling markets saw a decrease during the year. The average price per ton paid for all materials (including

paper and iron) in 2022 as $129.15 compared to $158.66 in 2021. Ferrous and non-ferrous metal recycling accounted for 246.74 tons and oil tonnage totaled 7.33 tons. Costs avoided by not shipping this tonnage as trash was approximately $53,050.44.

The City of Emporia's biweekly Curbside Recycling program generated 1,020 toms of material in 2022. Other recycling material sources added 306.79 tons of material to the program. 1,253,01 tons of recyclable materials were shipped to Hamm's in 2022. Cost to the City for shipping 82 semi loads and sorting of materials by Hamm's totaled $50,090.49 compared to $55,869. Costs were decreased due to rebates from Hamm's. The Hamm's contract is currently under negotiations.

The County recycling trailer program continued to service 6 Lyon County Cities, 4 Chase County Cities, and the Kahola Lake Community. In 2022 the program generated 119.03 tons of recyclable materials. This tonnage represents a decrease of 6.20 tons from 2021.

There was no major purchase in 2022.

There were no facility upgrades in 2022.

5) **Solid Waste Management Plan Updates and Changes:**

Chairperson Delcamp said that we will go through the Plan by Sections for any comments.

Sections 1 - 2: No Comments

Section 3: Keith Senn made a comment that we should add a note in Section 3.1 Special Concentrations of Solid Waste, Page 3-11, about how to dispose of lithium-ion batteries as they have been the cause of many fires at landfills across the U.S. He also stated that he has added information on the City website and in the Shopper on the issue. He recommended that Lyon County put the information of the county website.

Ken Duft informed Keith to contact County Public Information Office Vici Smith.

Derek Wells said that he would contact the County Hazardous Waste Department to she how they recycle the lithium-ion batteries.

Sections 4 - 5: No Comments

Section 6: Page 6-4: Keith Senn commented for the **Year 2022** to remove the Kenworth Roll-Off truck and add the 2023 John Deere model 710L Backhoe.

Section 7 -10: No Comments

Section 11: Page 11-1: Keith Senn commented that in the **Year 2024** to change Replace Track Loader to Refurbish Track Loader.

Sections 12 -13: No Comments

6) **Items from the floor (new business/old business):**

There was no new business/old business discussed

7) **Discuss Illegal Dumping Issue:**

Chip Woods commented on the County costs for the last 6 years has decreased to about $5.000 per year.

8) **Adopt Solid Waste Management Plan with corrections discussed in tonight's meeting or reschedule for later date.**

Chairperson Delcamp asked the Committee to adopt the Solid Waste Management Plan as corrected. Keith Senn made a motion to approve the Plan as corrected. Chip Woods seconded the motion, and it received a unanimous vote.

Dean Grant made the motion to adjourn. Chip Woods seconded the motion, and it received a unanimous vote.

Chairperson Delcamp adjourned the meeting at 8:15 p.m.

Respectfully Submitted;

Warren Chip Woods
Secretary

November 2022 Solid Waste Planning Committee Meeting

Solid Waste Management Committee
Chase County - City of Emporia - Lyon County

2023 Solid Waste Management Plan - 5 Year Review Edition

Emporia City Water Filter Plant Meeting Room
November 30, 2023
7:00 p.m.

Name	Agency or Representation	Address	Email	Telephone
Chip Woods	Lyon County	500 S. Prairie St.	cwoods@lyoncounty.org	620-340-8220
KEN DUFF	LYON COUNTY			620-795-2352
Tina Weeks	City of Emporia	3100 W. South Ave	Tweeks@emporiaks.gov	620-794-4848
Tim Delcamp	City of Emporia	3100 W South Ave	tdelcamp@emporiaks.gov	620 366-2357
Dean Grant	City of Emporia	1220 Hatcher St	dgrant@emporicks.com	620-340-6339
Derek Wells	City of Emporia	1220 Hatcher St.	dwells@emporiaks.gov	620-340-6334
Keith Senn	City OF Emporia	1220 Hatcher St	ksenn@emporiaks.gov	620-340-6332

Lyon County Zoning
Lyon County Courthouse
430 Commercial
Emporia, KS 66801
Phone (620) 341-3471 Fax (620) 341-3249
sseeley@lyoncounty.org

December 4, 2023

Public Works Department
City of Emporia
1220 Hatcher
Emporia. KS 66801

To Whom It May Concern:

The Lyon County Planning and Zoning office has reviewed the Solid Waste Management Plan for Chase County, the City of Emporia, and Lyon County.

We find the plan to be consistent with our mission, goals, and objectives and encourage the Kansas Department of Health and Environment to approve the plan

The Lyon County Planning and Zoning office serves the Citizens of Lyon County, Kansas. Our main goals are to preserve good agricultural land and the orderly and efficient extension of public utilities in Lyon County.

We commend the efforts of the Solid Waste Planning Committee on developing a well-written comprehensive plan that responsibly deals with solid waste in Chase and Lyon Counties.

Respectfully,

Samuel Seeley
Planning/Zoning/FPM Director

cc; Lyon County Planning and Appeals Board

AFFIDAVIT OF PUBLICATION

RECEIVED
DEC 04 2023
BY: .....

STATE OF KANSAS, LYON COUNTY, ss:

Bettina Shank, being first duly sworn, deposes and says: That she is an employee of The Emporia Gazette, a daily newspaper printed in the State of Kansas, and published in and of general circulation in Lyon County, Kansas, with a general paid circulation on a daily basis in Lyon County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a daily published at least 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Emporia in said County as periodical matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for
SIX DAYS
the first publication thereof being made as aforesaid on the 18th day of November 2023, with a subsequent publication being made on the following date:

20th day of November, 2023
21st day of November, 2023
22nd day of November, 2023
24th day of November, 2023
25th day of November, 2023

Bettina Shank

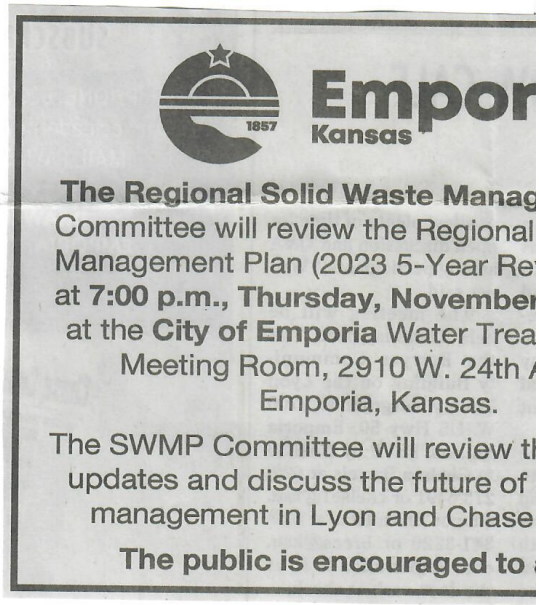
Subscribed and sworn to by me this 27th day of November 2023.

NOTARY PUBLIC STATE OF KANSAS
LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 04-10-2027

Notary Public

Printers Fee: $264 Date Paid:

EXHIBIT A


Empor
Kansas
1857
The Regional Solid Waste Manag
Committee will review the Regional
Management Plan (2023 5-Year Re
at 7:00 p.m., Thursday, Novembe
at the City of Emporia Water Trea
Meeting Room, 2910 W. 24th A
Emporia, Kansas.
The SWMP Committee will review t
updates and discuss the future of
management in Lyon and Chase
The public is encouraged to

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, CHASE COUNTY, ss:

RECEIVED
DEC 04 2023
BY:.....

Bettina Shank, deposes and says: That she is an employee of the CHASE COUNTY LEADER-NEWS, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Chase County, Kansas, with a general paid circulation on a weekly basis in Chase County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly newspaper published at least 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice; and has been admitted at the post office of Cottonwood Falls in said county as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for
Two consecutive weeks,
the first publication thereof being made as aforesaid on the 18th day of November, 2023,
With a subsequent publication being made on the following date:

25th day of November, 2023

Bettina Shank

Bettina Shank

Subscribed and sworn to before me this
27 day of November 2023

NOTARY PUBLIC STATE OF KANSAS
LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 04-10-2027

Notary Public, Lyon County, Kansas

Emporia
Kansas

The Regional Solid Waste Management Plan Committee will review the Regional Solid Waste Management Plan (2023 5-Year Review Edition) at **7:00 p.m., Thursday, November 30th, 2023,** at the **City of Emporia** Water Treatment Plant Meeting Room, 2910 W. 24th Avenue, Emporia, Kansas.

The SWMP Committee will review the 2022 plan updates and discuss the future of solid waste management in Lyon and Chase counties.

The public is encouraged to attend.

Printer's fee $120

RESOLUTION NO. 18-23

(A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN OF CHASE COUNTY, THE CITY OF EMPORIA, AND LYON COUNTY, KANSAS)

WHEREAS, the Board of County Commissioners of Lyon County, Kansas met in due and regular session on the 28th day of December, 2023; and

WHEREAS, the Solid Waste Management Planning Committee met on November 30, 2023, with members of that committee being present for the purpose of the 5 Year Review of the Solid Waste Management Plan with Lyon County as required by statute; and

WHEREAS, the 2022 Solid Waste Management Plan Annual Review for Chase County, the City of Emporia, and Lyon County was adopted as set out in the Solid Waste Management Planning Committee meeting of November 30, 2023.

NOW, THEREFORE BE IT RESOLVED, ORDERED AND ORDAINED, by the Board of County Commissioners of Lyon County, Kansas that the changes made at the 5 Year Review meeting held by the Solid Waste Management Committee on November 30, 2023, are hereby adopted as the Solid Waste Management Plan Annual Review for Lyon County, Kansas by the Board of County Commissioners of Lyon County upon publication.

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS

Rollie Martin, Chairman

ATTEST:

Doug Peck, Vice-Chairman

Tammy Vopat, County Clerk

Ken Duft, Commissioner

Resolution 2023-14

A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA AND LYON COUNTY, KANSAS

WHEREAS the Board of County Commissioners of Chase County, Kansas met in due and regular session on this 11th day of December, 2023; and

WHEREAS the Solid Waste Planning Committee met on November 30, 2023 to review the year 2022 at the City Water Plant Meeting Room with members of that committee being present for the purpose for the Annual Review for the Solid Waste Management Plan which Lyon County is required by statue to have; and

WHEREAS the Solid Waste Management Plan (2023 5 Year Review Edition) for Chase County, The City of Emporia and Lyon County was adopted with amendments as set out in the Solid Waste Management Committee meeting of November 30, 2023.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Chase County, Kansas that the Solid Waste Management Plan for Chase County, the City of Emporia and Lyon County, Kansas dated along with the amendments made to that plan made by the Solid Waste Committee meeting of November 30, 2023, held at the City Water Plant Meeting Room is hereby adopted as the Solid Waste Management Plan for Chase County, The City of Emporia and Lyon County, Kansas by the Board of County Commissioners of Chase County.

BY THE BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

SEAL OF CHASE COUNTY, KANSAS Official Seal COUNTY CLERK

Anthony D. Hazelton, Chairman

Matthew Miller, Vice-chairman

ATTEST:

Connie M. Pretzer, County Clerk

Alan Phipps, member

RESOLUTION NO. 3718

A RESOLUTION RELATING TO THE 5-YEAR REVIEW OF THE SOLID WASTE MANAGEMENT PLAN OF CHASE COUNTY, LYON COUNTY, AND THE CITY OF EMPORIA

WHEREAS, the Solid Waste Management Planning Committee met November 30, 2023 at the City Water Treatment Plant with members of the Committee being present for the purpose of the 5-year review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan 5-Year Review for Chase County, Lyon County, and the City of Emporia was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of November 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County, Lyon County, and the City of Emporia by the Emporia City Commission upon publication.

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

Susan Brinkman, Mayor

ATTEST:

CITY OF EMPORIA, LYON COUNTY, KANSAS SEAL 1870

Kerry Sull, City Clerk

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367

Kansas
Department of Health and Environment

Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

December 19, 2022

Mr. Keith Senn
Solid Waste Manager
1220 Hatcher St.
Emporia, KS 66801

RE: Lyon Chase County SWMP Annual Review Approval

Dear Mr. Senn,

The 2022 Lyon/Chase County Solid Waste Management Plan Annual Review was approved. Please submit the 2023 5-Year SWMP Update by November 1, 2023.

The SWMP 5-year Update Worksheet which was recently emailed to you can be used a guide or the actual SWMP that is submitted to KDHE.

If you require assistance or have any questions, feel free to contact me at 785-291-3764 or Jeff.Walker@ks.gov

Sincerely,

Jeff Walker, Environmental Scientist
Waste Reduction and Local Assistance

C. Lyon Chase Co. Solid Waste File

Kansas Don't Spoil It!

Kansas Department of Health and Environment
Bureau of Waste Management

KANSAS DON'T SPOIL IT!

What is KDSI?
Environmental Information
Kids Place
Newsroom
Brochures & Publications
Business
Public Officials
Communities
Calendar Contest
Teachers
KDHE Gateway
Contact Us
KDSI Homepage



Kansas is a clean state, and we want to keep it that way. We began the KDSI campaign, an awareness and education program, to encourage Kansans to reduce, reuse and recycle waste and keep their state in a beautiful condition.

We aim to keep the Kansas environment top-of-mind so that every Kansan will do what's needed to "keep it clean" to minimize the amount of waste entering the environment.

Our goal is to teach citizens of Kansas how to make a difference in a variety of easy and meaningful ways. Every Kansan is able to make large or small efforts to keep their state environmentally sound. It then becomes each individual's responsibility to get involved.

Designed to reach both general and targeted audiences, the KDSI message has been introduced at the Kansas State Fair, seen on billboards and displayed on posters at recycling centers throughout Kansas. Additionally, KDSI has been communicated through pamphlets, fact sheets, newspaper ads, news releases, broadcast public service announcements and promotional items.

Further, KDSI has developed school curricula that enable educators to deliver a comprehensive message of environmental stewardship to children K-8.

We realize the incredible potential Kansas kids have in effecting a long-term consciousness about the environment. We've started with the new generation because they will carry the campaign into the future.

Your local waste management company is charged a dollar-per-ton tipping fee, which is allocated for the Kansas Bureau of Waste Management. While most of those funds go directly to grants, less than five percent is dedicated to public education.

For more information, contact your local solid waste service providers, including:

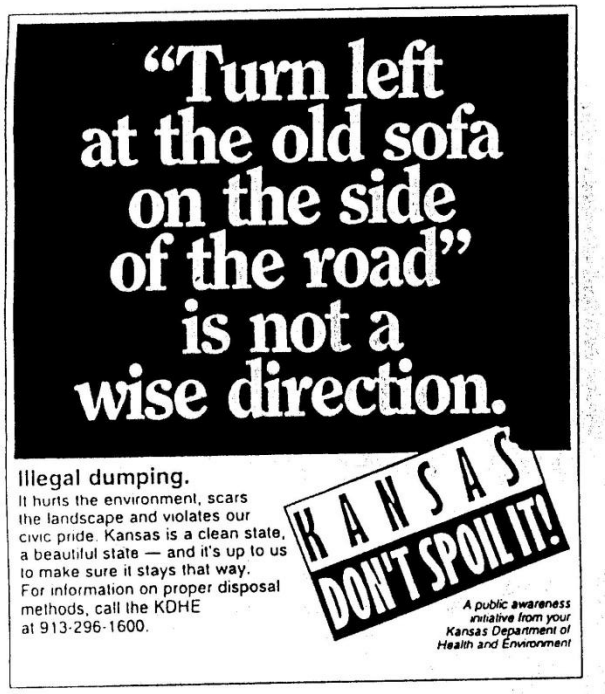
- Kansas Department of Health and Environment, Bureau of Waste Management (785.296.1600)
- Solid Waste Planning Committee
- City/County Public Works
- Private collection/disposal companies
- Elected officials
- Kansas Business and Industry Recycling Program, Inc. (BIRP) (785.273.6808)

KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT - BUREAU OF WASTE MANAGEMENT
1000 SW Jackson, Suite 320 Topeka, KS 66612-1366 www.kdheks.gov/waste Phone: (785) 296-1600 Fax: (785) 296-8909

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http://www.kdheks.gov/kdsi/what_is.html 2/10/2010

Ka s:Don't Spoil It! 2 column x 6" SAU Print Advertising





1 col. x 2 1/2" SAU Print Advertising





Appendix 13.h Hazardous Waste Facility

Lyon County Hazardous Waste Facility
3000 West South Avenue
Emporia KS 66801

Hours M-F 8-4

WHAT TO BRING

Household Hazardous Materials can be categorized into four groups: paints, household cleaners, garden and pest control products and automotive products. It is best to use and recycle products. As a last resort, bring materials to the site in the original containers, so active ingredients can be identified.

HOUSEHOLD/CLEANING PRODUCTS

Oven Cleaners
Toilet Cleaners
Photographic Chemicals
Disinfectants
Drain Cleaners
Rug & Upholstery Cleaners
Floor and Furniture Cleaners
Bleach Cleaners
Mothballs
Pool Chemicals
Ammonia Based Cleaners
Abrasive Cleaners or Powders

GARDEN/PEST CONTROL PRODUCTS

Pesticides/Household Insecticides
Fungicides
Arsenicals (Contain Lead)
Botanicals (Made of Plants)
Carbonates
Chlorinated Hydrocarbons
Organo-Phosphates
Roach and Ant Killers
Rat and Mice Problems
Herbicides

PAINT/FINISHING PRODUCTS

Paints
Enamel or Oil Based Paints
Rust Paints
Thinners and Turpentine
Furniture Strippers
Wood Preservatives Stain/Finishes

AUTOMOTIVE PRODUCTS

Antifreeze
Transmission Fluids
Brake Fluids
Waste Oil

Lyon County Hazardous Waste Facility
3000 West South Avenue
Emporia KS 66801

Hours M-F 8-4

What Not To Bring

Unknown Materials (No Label)
PCB's
Infectious Waste
Radioactive Waste
Compressed Gas Cylinders (Pressurized Cans)
Laboratory Chemicals
Asbestos
Brush Killers w/ 2,4,5-T, or 2,4,5-TP
Kepone (Found In Older Insecticides)
Silvex
Dioxins
Chlorophenoxy Derivative Acids
Wood Preservatives w/Tri, Tetra, or Penta – Chlorophenols or any derived form

Before Bringing Products to Collection Site

- Check Containers – Make Sure Lids Are Tight
- Make Sure Products Are Labeled. Don't Bring Unknown Products
- Pack Each Toxic Waste In A Sturdy Container; Such As A Tub Or Box. Line The Bottom And Pack Sides with Newspaper or Other Absorbent Material
- Wrap Leaking or Dirty Individual Containers In A Clear Plastic Bag and Pak Each Item In A Larger Container With Absorbent Material, Such As "Kitty Litter" to Soak Up Leaks.
- Transport The Materials In Your Automobile Trunk or Truck Bed

Each participant will be limited to eighty (80) pounds or five (5) gallons of liquid waste per residential household visit unless prior arrangements have been made.

Appendix 13.i EMPORIA RECYCLING DIRECTORY

RECYCLING DIRECTORY

Prepared by the Natural Resources Advisory Board
Please note that the hours, phone numbers and addresses were checked carefully but are subject to change. To be included in future directories please contact the City of Emporia Public Works office At 340-6339

How to recycle in Emporia for residents of Lyon and Chase Counties plus the surrounding area

The removal of recycled materials from the waste stream has saved the City of Emporia thousands of dollars in transfer fees. The volunteer efforts of local individuals and businesses have helped expand this recycling program throughout the region.

Recycling awards

The Natural Resources Advisory Board annually recognizes area individuals and groups who have made outstanding contributions to recycling. The awards, presented in conjunction with Earth Day, recognize efforts in one or more of the following categories:

*Recycling of non-renewable or renewable resources
*Reuse of spent materials or those used in processing products or services
*Unique decreases in the waste stream of the facility
*Unusual and effective conservation measures involving recycling or materials reuse
*Any innovative recycling application which contributes to restoring, improving or enhancing the environment

State of Kansas Recycling Directory is available by city, county, or material at www.getcaughtrecycling.org

Revised and printed on recycled paper 2018

Other Lyon and Chase County Recycling Sites

Recycling trailers provided by The Flint Hills Resource Conservation and Development Council are transported to various sites by Lyon and Chase Counties on a set schedule. 620-340-8220 (Holidays are the exception.)

Lyon County

Admire, 1st & 3rd Tues.
Americus, 1st & 3rd Wed.
Hartford, 2nd & 4th Wed.
Neosho Rapids, 2nd & 4th Tues.
Northern Heights, 2nd & 4th Thurs.
Olpe, Every Mon.
Reading, 1st & 3rd Thurs.

Chase County

Cedar Point, Tues. before 2nd Thurs.
Cottonwood Falls, 2nd & 4th Thurs.
Matfield Green, Tues. before 4th Thurs.
Strong City, 1st & 3rd Thurs.
Lake Kahola, Memorial Day weekend, July 3 & 4, plus Labor Day weekend

Recyclables Collected

1. **Cardboard**
2. **Glass**
3. **Junk Mail**
4. **Magazines**
5. **Newspapers**
6. **Plastic Milk Jugs & Pop Bottles**
7. **Plastics, #1 & 2**
8. **Tin Cans**

Chase County Hazardous Waste Satellite Facility

202 Walnut, Cottonwood Falls, PH 620-273-8464, 1st & 3rd Thursdays 9 a.m. – 3 p.m.

Recycle with the City of Emporia

City of Emporia Recycling Center

3100 W. South Ave., Emporia, ph. 340-6360
Hours: Mon. – Sat. 8 a.m. – 5 p.m. Sun. 1p.m. – 5p.m.
Hours subject to change. Closed holidays.

The Center accepts the following items-
Catalogs
Cell Phones
Corrugated & All Other Cardboard• including cereal and other food boxes plus paper grocery bags (Emporia businesses may call 340-6339 for details on pick up services.)
Glass (Rinse, no need to remove labels. Put metal lids with tin cans.)
"Junk Mail" and More• business and personal letters, carbonless copies, copy paper, bills and envelopes, sales slips (except those with solid black carbons), old tax documents, neon paper
Magazines• Catalogs, & other glossy/slick paper
Newspapers• Newspapers & inserts
Paper Bags
Paper• White or Pastel Office Paper
Phone Books
Plastics #1-#7
•(Rinse bottles & discard lids)
Tin Cans•(Rinse, no need to remove labels)

Recycling Trailer

at Dillons East, 902 E. 12th, Thurs. noon – Sat. 10 a.m. Accepts clean and sorted cardboard, glass, junk mail, magazines, newspapers, office paper, plastic milk jugs, pop bottles, and tin cans.

Emporia/Lyon Co. Transfer Station

3100 W. South Ave., Emporia, ph. 340-6360
Mon. – Sat. 8 a.m. – 5 p.m. Sun. 1 p.m. – 5 p.m.

The Transfer Station accepts the following-
Christmas Trees•(no tipping fee)
Grass Clippings and Leaves• There is no tipping fee for leaves & clippings hauled to the Emporia/Lyon County Transfer Station year-round.
Tree Limbs• There is no tipping fee for tree limbs
Waste Oil• No fee

Hazardous Waste Department

Accepted at the Lyon Co. Hazardous Waste Department 3000 W. South Ave. (East of the Transfer Station), 340-6365, Mon. – Fri. 8 a.m. – 4 p.m.
See back page for information about the Chase Co. Satellite Facility

Automotive Products• Antifreeze, Batteries, Brake Fluids, Transmission Fluids, Waste Oil (no fee)
Business Wastes• Call office for information
Electronics/Computers• TV's $10 fee. Call office for information
Garden and Pest Control Products• Arsenicals (contain lead arsenic), Botanicals (made of plants). Carbonates, Chlorinated Hydrocarbons, Fungicides, Herbicides, Pesticides/Household Insecticides, Organo-Phosphates, Rat and Mice Poisons, Roach and Ant Killers, including in all Aerosol Cans.
Household Products• Abrasive Cleaners or Powders, Ammonia Based Cleaners, Batteries, Bleach Cleaners, Disinfectants, Drain Cleaners, Floor & Furniture Cleaners, Florescent Light Bulbs, Mothballs, Oven Cleaners, Photographic Chemicals, Pool Chemicals, Rug & Upholstery Cleaners, Toilet Cleaners, including all in Aerosol Cans.
Paint and Finishing Products• Enamel or Oil Based Paints, Furniture Strippers, Latex Paints, Rust Paints, Stains/Finishes, Thinners & Turpentine, Wood Preservatives, including all in Aerosol Cans.
What Not To Bring- Unknown Materials (no labels); Ammunition, Asbestos; Medical Waste. PCB's; Radioactive Waste.
Before bringing products to collection site…

- Check Containers- Make sure lids are tight.
- Make sure products are labeled. NO UNKNOWNS!
- Wrap leaking or dirty individual containers in a clear plastic bag and pack each item in a lager container with absorbent material, such as "kitty litter" to soak up leaks.
- Transport the materials in your vehicle.

Each participant will be limited to 80 pounds or 5 gallons of liquid waste per residential household visit unless prior arrangements have been made.

This information in no way constitutes an endorsement of any recycling outlet on the part of the City of Emporia, Lyon or Chase Counties. Any Omission is unintentional.

Recycle Locally All require that you deliver materials to the recycler except where stated that pick up service is available. See directory at right for business information.
Aluminum Cans• Advantage Metals, Aluminum Recycling, Amend Girl Scout Center, Advantage Metals Group, Hetlinger Developmental Services Inc.
Ammunition & Components• Jim Hill
Antiques, Collectables, & Jewelry• Dalton Gang Antiques, Poehler Mercantile Antique Mall
Appliances• Advantage Metals
Auto batteries• Aluminum Recycling (market value, Flint Hills Battery, S & S Oil, Wal-Mart Auto Service
Auto Bodies & Parts• Advantage Metals, Westside Auto Salvage
Batteries Household• Nickel/Cadmium rechargeable- Wal-Mart, Hazardous Waste
Books• Emporia Public Library, Paperback Shack, Salvation Army, Goodwill
Cars• Advantage Metals
Cats & Dogs• The H. Dale Buck Animal Welfare Memorial Fund, Inc.
Cell Phones• Lyon County Dept. on Aging, Recycling Center, Staples
Clothing, General• New for You, Salvation Army, Goodwill
Clothing, Maternity & Infants• Birthright of Emporia, Family Life Services
Electric Motors• Advantage Metals
Furniture• Salvation Army, Goodwill, New for You
Household Goods• Salvation Army, Goodwill
Magazines• Emporia Public Library
Metals• Advantage Metals accepts iron, tin, copper, brass, aluminum, stainless steel, more.
Plastic Bags (clean only) • Salvation Army, Wal-Mart, Dillons, Staples
Printer Cartridges• Staples
Scrap Metal• Advantage Metals, Aluminum Recycling, Westside Auto Salvage
Waste Oil• Auto Zone, S & S Oil, (10 cents/gal. charge if more than 5 gal.), Wal-Mart, Recycling Center
Wire Hangers• Spic-N-Span Cleaners

Business Directory (Area Code• 620 for all Phone Numbers)

Advantage Metals• 302 Graham, ph. 342-1122, Mon.-Fri. 8 a.m.-4:30 p.m. Sat. 8 a.m.-noon.
Aluminum Recycling• 702 W. 6th, ph. 343-1188, Mon.-Fri. 8:30 a.m.-5 p.m. Sat. 8:30 a.m.-1 p.m. (Call ahead to see if they're buying batteries)
Amend Girl Scout Center• 1200 Burlingame Rd., ph.342-4532.Aluminum cans only. Bins behind the building are accessible any time
Auto Zone• 825 W. 6th, ph. 341-9471, Mon.-Sat. 8 a.m.- 9 p.m. Sun. 9 a.m.- 7 p.m.
Birthright of Emporia• 702 Commercial (3rd floor of the Kress Center), ph. 342-8600, Please call first. Mon., Wed., Fri. 11a.m.- 4 p.m.
Dalton Gang Antiques• 502 S. Commercial, ph. 342-9217. Tues.-Sat. 10 a.m.-6 p.m. Sun. 1 p.m.-5 p.m.
Emporia Public Library• 110 E. 6th Ave., ph. 342-6524, Winter Hrs: Mon.-Thurs. 9a.m.-8p.m., Fri. 9 a.m.-6 p.m., Sat. 11 a.m.-5 p.m. Summer Hrs: Mon., Tues., Thurs., Fri. 9 a.m.-6 p.m., Wed. 9a.m.-8 p.m., Sat. 11 a.m.-5 p.m.
Family Life Services Pregnancy Center• 615 Congress, ph. 342-2244, Tues. 1-5 p.m., Wed. 2-4p.m., Thurs. 1-6 p.m.
Flint Hills Battery• 615 Graham, ph. 342-2842, Mon.-Fri. 8 a.m.-5 p.m., Sat. 8 a.m.-noon. (No longer buys batteries, but they will accept them to be recycled)
Goodwill• 904 E. 12th Ave., ph. 343-3564, Mon.-Sat. 10 a.m.-6 p.m.
Hetlinger Developmental Services Inc• 707 S. Commercial, ph. 342-1087, Mon.-Fri. 8 a.m.-3 p.m.
Jim Hill• ph. 342-4826
Lyon County Dept. on Aging• 402 Commercial, ph. 342-6119, Mon.-Fri. 8 a.m.-5 p.m.
New for You• 612 Commercial, ph. 342-2038, Tues.-Sat. 11 a.m.-5 p.m.
Paperback Shack• 1103 Commercial, ph. 342-7108, Mon.-Fri. 10 a.m.-5:30 p.m. Sat.10 a.m.-4 p.m.
Poehler Mercantile Antique Mall• 301 Commercial, ph. 341-9092, Tues.-Sat. 10 a.m.-5 p.m. Sun. 1-5 p.m.
Salvation Army• 520 Constitution, ph. 343-3166, Mon.-Sat. 9:30 a.m.-5:30 p.m. (Deliver or call to arrange pick up for **FURNITURE ONLY**)
Spic-N-Span Cleaners• 17 W. 4th, ph. 342-7484, Mon.-Fri. 7 a.m.-6 p.m.
Staples• 2200 Industrial Rd., ph. 342-5200, Mon.-Fri. 9 a.m.-7 p.m. Sat. 10 a.m.-7 p.m. Sun. 12-6 p.m.
The H. Dale Buck Animal Welfare Memorial Fund, Inc• Call 343-3377
S & S Oil & Propane* 2608 W. Hwy. 50, ph. 342-2835, Mon.-Fri. 8 a.m.-5:30 p.m.
Wal-Mart Auto Service/Electronics• 2301 Industrial Rd., ph. 343-7813, Mon.-Sat. 8 a.m.-7 p.m.
Westside Auto Salvage• 3401 W. 6th Ave., ph. 342-9083, Mon.-Fri. 8 a.m.-5:30 p.m. Sat. 9 a.m.-1 p.m.

Appendix 13.j C&D Landfill Operations Report

City of Emporia/Lyon County C & D Landfill
"Operations Report"

General: City of Emporia/Lyon County plans to operate a **Construction and Demolition Landfill**, otherwise known as **C & D Landfill** within the site the City of Emporia/Lyon County owns located in the Northwest Quarter of Section 17, Township 19 S, Range 11 E. The C&D Landfill will serve all citizens within City of Emporia/Lyon County and Chase County whether from incorporated or unincorporated cities, the townships, or the county at large. All businesses operating within the counties and all citizens of the counties may participate in the use of the landfill. The facilities water source is the local six-inch waterline main from the City of Emporia. Water service is available at the site office and is intended for sanitary and drinking purposes. Depending on the season, water from the contact water retention basin may be used for fire fighting. There are multiple fire hydrants located at the facility. A fire hydrant is located northwest and another south of the transfer station building. In addition to these two hydrants there is one west of the recycling building and another near the entrance to the landfill facility. This appendix will cover three utilized areas within the facilities boundaries, the actual C&D disposal site, an area for yard waste, brush and tree limb debris, and finally, an area for white goods/salvageable materials to be collected in a roll off container, including sheet metal, rebar, miscellaneous metal parts excluding motor vehicles etc., to be stockpiled for periodical removal by scrap dealers.
Facility Signage: The C&D Landfill shall post a permanent sign at the entrance to the facility with information for the public to determine operations and acceptable wastes and all other information deemed necessary by KDHE.

Dates & Hours of Operation: The C&D Landfill will be open for use Monday through Sunday, excluding holidays, 52 weeks a year. Special arrangements may be made for use on other days or outside of operating hours on an individual basis, if personnel are available. The landfill will be available for use as needed if emergencies occur, such as unusual storm damage. The hours of operation will be:

Hours of Operation:

8:00 AM to 5:00 PM Monday thru Saturday
1:00 PM to 5:00 PM Sunday

The hours of operation change with daylight saving time and are subject to change. The hours of operation are posted on the facility sign located at the Southern edge of the property. The site has a perimeter fence with a locking gate to prevent unauthorized dumping during closed hours.

Items Accepted:
The current definition of C&D waste according to K.S.A. 65-3402 (u) is: "solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from construction or demolition projects; small amounts of municipal solid waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags and bottles, and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act; solid waste consisting of motor vehicle window glass; and solid waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup. Such wastes include, but are not limited to, bricks, concrete, and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging*."
*According to K.S.A. 65-3402 (dd), "'construction related packaging' means small quantities of packaging wastes that are generated in the construction, remodeling or repair of structures and related appurtenances. 'Construction related packaging' does not include packaging wastes that are generated at retail establishments selling construction materials, chemical containers generated from any source or packaging generated during maintenance of existing structures."

Under certain circumstances furniture may be allowed in the C&D Landfill. Furniture does not include computer monitors or other computer components, TVs, VCRs, stereos, or other similar waste electronics. Furniture shall only be accepted in the C&D area when designated by the solid waste director. An example of such an instance when furniture may be accepted would be a natural disaster of a small magnitude or any other special circumstance that could render an abundance of furniture type waste.

In addition to the items *explicitly* identified as C&D waste in K.S.A. 65-3402 (u), the Kansas Department of Health and Environment (KDHE) considers the following materials as *acceptable* for disposal in a C&D landfill:
1. Wooden pallets;
2. Street sweepings (litter must be removed; concentrations of metals, VOCs, and other compounds must be below regulatory levels);
3. Floor tile, siding, and roofing material containing non-friable asbestos. This material should be:
    a. handled so it remains non-friable (e.g., may have to be manually removed prior to demolition of structure);
    b. transported wet (covered with a mist spray to suppress dust) or transported with tarp cover; and
    c. covered immediately at the landfill;
4. Trees, brush, sod, and incidental quantities of leaves and grass;
5. Metal scrap (e.g. tie strapping);
6. Processed wood which is not considered to present a significant risk of adverse impacts to groundwater quality, including coated wood (e.g., painted, stained, varnished) from any source and engineered wood (e.g., plywood, laminated wood, oriented-strand or particle board) from any source, except as noted in item 3 below;
7. Mobile homes and trailers (except the tires and fuel tanks). KDHE encourages the recycling of metal components. Dry mud trap solids (those that pass the paint filter test, EPA method SW 846/9095) from commercial car washes may be applied as cover at a C&D landfill.

Certain wastes are unacceptable for disposal in a C&D landfill. K.S.A. 65-3402 (u) states: " 'construction and demolition waste' shall not include waste material containing friable asbestos, garbage, appliances from which ozone depleting chlorofluorocarbons have not been removed in accordance with the provisions of the federal clean air act, electrical equipment containing hazardous materials, tires, drums and containers even though such wastes resulted from construction and demolition activities." In addition to the items *explicitly* identified in K.S.A. 65-3402 (u) as not being C&D waste, KDHE considers the following wastes *unacceptable* for disposal in a C&D landfill:
1. Processed tires - i.e. cut or baled;
2. Mud trap wastes from businesses other than commercial car washes;
3. Processed wood which is considered to present a significant risk of adverse impacts to groundwater quality, including wood disposed from industrial manufacturing processes where the wood is treated with creosote, oilborne preservatives (e.g., pentachlorophenol or copper naphthenate) or waterborne preservatives (e.g., chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), or ammoniacal copper quarternary compound (ACQ));
4. Bagged or bulk quantities of leaves and/or grass clippings;
5. Trash bags unless demonstrated to contain only acceptable wastes.

Clean rubble and rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste. All vehicles will be inspected upon arrival at the C&D office and any loads not meeting the above description will be rejected, (see procedure below).

Procedures: All loads will be screened, logged in, weighed, and inspected by the operator to ensure wastes entering the C&D disposal area are appropriate and acceptable C&D wastes. The operator has the right to refuse any materials prior to the load being unloaded. The screening area shall be cleared of waste no more than 24 hours after the waste has been deposited. The landfill fees will be collected on acceptable materials and the individuals given a receipt, unless other prior arrangements are made with the Public Works Office. All moneys collected and the receipt log will be turned in to the City Treasurer on a daily basis. If acceptable, the vehicles will be directed to the appropriately designated areas for dumping.

Waste material containing non-friable asbestos shall be handled so it remains non-friable. The material shall be transported wet or with a tarp cover from the scale house to the disposal area and, once identified, will be covered immediately at the landfill.

C&D debris will be screened on a daily bases. The C&D debris will be placed a short distance, having a distinct visual separation, from the active face of the C&D landfill to be inspected. Once a month on a randomly selected day, a truck entering the C&D disposal area, will be inspected more thoroughly by dumping the entire load away from the active face of the C&D disposal and sifting through the contents with machinery. Screening may be increased for haulers and individuals who try to dump and/or dispose of illegal or unacceptable wastes. These individuals may be refused service. If a load is rejected because it contains non-C&D waste, landfill personnel will document the date and time of refusal, the driver's name, the delivery vehicle license, the origin of waste, the hauling company's name and address, the load's size or the amount of waste rejected, the reason for rejection, and the inspector's name. The rejection information shall place in the landfill's operating log. If a rejected load contains regulated hazardous waste, regulated PCB waste, or medical waste, or if such waste are discovered while screening acceptable materials, then personnel will notify KDHE (785) 296-1600 within one business day of the specifics of the rejected load. Non-C&D waste that is screened from incoming loads, that is not recyclable, and does not require KDHE notification will be rejected or given the option of paying a fee and placing the waste in the transfer station to be transported by the contracting trash hauler to a sub-title D landfill. Scrap metal generated by screening will be placed away from the C&D operating area and transferred daily to the scrap metal area. If the material rejected does not leave the site (sent to transfer station or recycled) it is not necessary to record the load rejection information.

Waste will be compacted into the working face at least once daily and when the screening area is full. The daily compaction shall consist of a minimum of two compaction passes over the waste. The areas requiring cover will be leveled and compressed with landfill equipment. The working face of the landfill pit shall be covered with a minimum of 12 inches of intermediate cover to be applied at least once every 120 days or every 2000 tons of waste disposed, but not to exceed once a week. The wood chip, compost and soil mixture may be used as intermediate cover (or other covers as outlined in the Yard Waste Brush and Limp Materials Section of this document) or between applications of 120 day/2,000 ton cover to limit air intrusion, litter control and to limit vector harborage. Wooden pallets will be stockpiled and ground to reduce volume in the landfill, the wooden pallets grindings will not be used for cover material. The operator shall maintain a log outlining the dates intermediate cover is applied (See Recordkeeping and Reporting requirements).

Temporary berms within the current phase of the landfill shall be placed to divert storm water around the active face of the landfill. The active face of the landfill shall be separated with a twelve inch (12") berm graded to drain at a minimum slope of 0.5%. Storm water from the intermediate cover is not considered contact water and may be diverted from the contact water basin, however great care shall be used when determining the coverage limits and drainage directions.

Landfill personnel will apply water to site roads and to the cell area as necessary to control dust. When it is available, contact water will be used. Contact water will not be used in a manner that allows it to enter site ditches or other surface water, or leave the site. The water will be applied by a tank trailer with a spreader bar.

The C&D Landfill will be developed in phases; the sequence is seen in the attached drawing. Placement of the waste will start at the farthest point from the contact water retention facility. The waste will be placed on the working face with a maximum lift of five feet and will not exceed a maximum slope of 3:1. The working face of the waste will move toward the cell limits attaining maximum capacity. At no time shall there be vertical edges of newly placed or compacted waste.

A copy of the daily logs and inspection reports shall be maintained for inspection by KDHE personnel at the landfill office and copies sent with the associated tonnage fees to KDHE each year as required in the construction-demolition permit compliance requirements. Records will be kept both on site and in the public works office.

Upon completion of filling within the C&D disposal area the final site shall be constructed to the approved C&D landfill closure plan. Final grades and elevations shall comply with the established C&D disposal area closure plan. KDHE will be given notice that the facility will close at least 60 days prior to ceasing to accept waste. Upon closure, a "closed" sign will be placed at the landfill gates and regular haulers will be notified.

Estimated Daily Volume and Capacity: A rough estimate of daily tonnage or volume of construction and demolition waste would be forty (40) tons/day. With a disaster, such as a tornado or severe storm, this volume could be much more. The proposed C & D landfills' capacity is 203,000 cubic yards, which at the anticipated waste receipt rates will is expected to last approximately 7.4 years.

Machinery and Equipment: The following machinery and equipment will be consigned to the proposed C & D landfill; 1 semi-truck, 1 pickup truck, 1 brush hog, 1 mower, 1 track loader, 1 wood grinder, 1 tractor, 1 water pump, 1 backhoe, 1 bobcat, 1 scales, 1 office building, and miscellaneous office supplies. Additionally 1 water truck is available from the City's Public Work Department. Supplementary equipment from the County's Road and Bridge Department or the City's Public Works Department may be used throughout the year.

Facility Drainage System: Storm water shall be diverted around the active phases by the berms presented in the design drawings and allowed to surface flow away or around the active phase of the landfill. The run-on control berms will be maintained in sufficient condition to exclude a 25 year-24 hour storm event discharge from flowing onto the active portion of the landfill. Erosion control measures shall be used to control run-off on all disturbed portions of ground. The erosion control used shall comply with KDOT standards. An example of KDOT approved erosion control methods are illustrated on Sheet 10 of the "CITY OF EMPORIA & LYON COUNTY C & D LANDFILL OPERATING & CLOSURE PLANS" dated July, 2006.

C&D Contact Water: The C&D landfill site will have drainage confined to the immediate area with a collection basin. The screening area will be sloped toward the working face. The retention pond shall serve as both a sedimentation basin and contact water collection system. After collection, the C&D contact water that does not evaporate from the retention basin will be used to irrigate the vegetation on the facility's property, and for dust control on both the access roads and in the landfill areas. The collection basin shall provide an emergency overflow. If the C&D contact water management system fails, landfill personnel will notify KDHE by the end of the next business day at (785) 296-1600. If pollutants enter the waters of the state, either from the storm water run-off control system or the contact water management system, landfill personnel will immediately notify KDHE.

Final Closure: When an area becomes full or C&D landfill closure becomes necessary this will be covered with an 18" layer of low permeability soil-compacted, on-site. Afterwards a 12" vegetative soil-on-site layer will be utilized to cover this and seeding and mulching will be performed, (see closure plan).

Yard Waste/Brush and Limb Materials: The majority of limbs and brush will be ground into mulch via an industrial grade wood grinder. The mulch will be given away to the public or used in the construction and demolition landfill. The wood chip mulch will be mixed with compost and soil for a mixture that will be used as cover material. Possible uses in the construction and demolition landfill would be as intermediate cover, sub-cover, temporary cover, or occasional cover. Any of these uses would be for litter control, smoothing the landfill surface, or provide fill over rough waste and reduce soil cover loss in voids. Material which is too large to grind or in case of mechanical failure of the grinder or in case of an overwhelming disaster, or emergency, the material will be burned or disposed of in another acceptable manner.

White Goods/Salvageable Materials: Although not a part of the C&D landfill, the facility will continue to process and stockpile white goods/salvageable materials at the facility's site. Only appliances that have been evacuated and tagged will be accepted for disposal in the C&D Landfill, appliances that arrive without tags will be assumed to contain CFCs and processed with the appliances known to contain CFCs. Appliances that arrive either without tags, with CFCs and if the facility chooses, tagged appliances shall be shipped from the site. White goods/salvageable materials should not be stored in areas where water will accumulate. White goods/salvageable materials are to be stored in a manner that prevents injury from collapse on the public or landfill personnel. The estimated generation of white goods/salvageable materials is four tons a year. White goods/appliances are placed in a 40 cubic yard container along with scrap iron at the designated location and transported to a local scrap iron recycler as needed (typically once per week). White goods, which have not or cannot be recycled, must be disposed of at a permitted municipal solid waste landfill, transfer station, or construction & demolition landfill, once ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act. All white goods that cannot be recycled shall be re-weighed, disposed of and documented for facility records. Landfill personnel shall reference the KDHE Technical Guidance Document SW 95-02 concerning the management of the white goods for guidance and information. The collection site is remote from the C&D Landfill. The primary white goods collection site is clearly marked. It is a large roll off container located near the transfer station. Drainage at this location has slopes/grades that ensure storm water does not leave the transfer station compound.

The secondary white goods storage area is located east of the Transfer Station tipping building and north of the lot on the concrete slab on a dead end access road. This area is only used when/if the local scrap iron recycler is unable to accept scrap iron and an alternate scrap iron recycler is used. White goods and scrap iron are stored until a sufficient amount of scrap iron is accumulated. A scrap iron recycler then loads and transports the material off site (typically once every 6 to 8 weeks). The storage area allows for proper drainage of storm water away from the white goods and is located in an area that will not allow the water to leave the compound.

As a last resort, white goods will be stored at the primary storage area. A certified contractor who has proper training and equipment will be contracted to remove and properly dispose of chemicals (i.e. – CFC's, HCFC's, PCB's, mercury and oils). The white goods would then be disposed of in the on-site construction demolition landfill, in accordance with KDHE regulations and provisions of the federal clean air act.

Safety: This section will deal with the safety and health of the landfill employees and City/County residents using the facilities. This will include training and measures the City will provide for the employees.

The City shall continue to implement health awareness and safety training for all landfill employees. This will include continuing to send employees to the KDHE safety and health meetings when offered and continuing to send staff to training courses on a regular basis. This operations plan shall be reviewed by all landfill staff on an annual basis. The City will continue a monthly safety and health meeting to be held for all landfill employees. Each employee shall be aware and responsible for their own safety and the safety of the public at large. Each employee shall wear the appropriate personal protective equipment when required. This may include steel toe boots, hard hats, gloves, safety glasses, hearing protection or any other applicable equipment. Landfill staff shall wear the designated personal protective equipment as required by certain tasks in and around the landfill facility. Additionally, all permanent landfill heavy construction equipment shall have an enclosed compartment for the operator and little to no handwork shall be done when separating, hauling and compacting waste materials. The City shall post warning signs, as deemed necessary by the Solid Waste Director, to inform the public and employees of possible safety hazards. The City shall conduct a safety audit once a year to review any incidents, current procedures and employee training used at the facility to better improve the safety for the employees and the public at large.

In the event of an on-site emergency the operator shall assess the situation and immediately contact the appropriate authorities. Emergency calls shall be routed through radio or by any communication available. Emergency contact phone numbers shall be readily available to all landfill staff (See Emergency Contact Phone Numbers).

Emergency: This section will deal with emergency situations and operations of the City of Emporia/Lyon County Construction and Demolition Landfill Facility. This section will disclose possible methods of handling selected emergency situations. Items to be addressed in the portion of the manual will deal with circumstances that are not normally encountered during standard operations of the facility. In the event of an emergency the operator shall assess the situation and IMMEDIATELY contact EMERGENCY SERVICES by radio or by any communication available and then contact the remaining appropriate authorities.

Emergency Contact Phone Numbers:

Solid Waste Manager	(620) 340-6332
Sheriff/Police	911
Fire	911
Ambulance	911

The C&D Landfill may be temporarily closed for site emergencies. In the event that the C&D Landfill is rendered inoperable for whatever reason, vehicles delivering waste to the facility should be accommodated. Depending upon the magnitude of the event and the estimated time required to reopen the C&D Landfill, the delivering

vehicles may be made to wait until the landfill is reopened. If the facility is to be closed for an extended period of time, upon the decision of the Solid Waste Director, all solid waste that was handled by the landfill shall be either disposed in the transfer station or direct hauled by the haulers to another permitted C&D landfill.

Fire: Within the facility there are instances when certain controlled fires and burning is allowed at specific locations and under strict regulations by trained staff. Items such as brush and timber are allowed to be disposed at the current time by combustion. However, in the event that an uncontrolled fire breaks out within the facility, it is recommended that the staff follow the procedure outlined below. In the event of an unauthorized fire within the facility, all staff members should be directed to contact EMERGENCY SERVICES IMMEDIATELY by radio or by any communication available. A determination should be made as to the magnitude of the event. If the combustion cannot be contained by readily available fire prevention equipment, the staff should clear all individuals from the area of the blaze and wait for firefighting professionals to arrive.

If the fire is determined as "containable", personnel may attempt to control the fire by utilizing available firefighting equipment. It is recommended that all staff members be made aware of the locations of all firefighting equipment within the facility. Fire extinguishers and fire hydrants are located throughout the facility. Use of the equipment should be limited to controlling the fire of a know origin. If there exists any doubt about the nature of the fire, staff personnel should clear the area and wait for fire fighters to arrive.

In the case of any fire situation and in accordance with K.A.R. 28-29-308(c) the following shall be observed:

1. All fire fighting methods shall continue until all smoldering, smoking and burning cease.
2. KDHE shall be notified within one business day and submit a written report within one week.
3. Upon completion of fire fighting activities, cover and regrade each disruption of finished grades, covered surfaces, or completed surfaces.

Explosion: In the event of an explosion occurring within the facility, all personnel should be removed from the area of the blast. Immediately contact EMERGENCY SERVICES and wait for their arrival.

Enter the area of the explosion only if there exists an immediate threat to the life of a victim, and then, only if the individual's personal safety is reasonably assured.

Hazardous Material Spills: In the event that hazardous material is accidentally discharged, the landfill staff should immediately notify the local EMERGENCY SERVICES. The staff may, if they choose and if no immediate threat exists to any individuals, elect to try and contain the spill. Under no circumstances shall the staff put themselves or the public in danger. If the material enters a drainage ditch, soil should be place downstream from the spill to contain the contamination. No steps should be taken by the staff to collect or remove the contamination without the authorization of the proper individuals. Spills of materials that could be hazardous to water quality or cause soil contamination will be immediately reported to the KDHE Bureau of Environmental Remediation at (785) 296-0614.

Non-Hazardous Material Spills: Any spill or accidental discharge whether hazardous or non-hazardous should be handled with great care. Under no circumstances shall the staff put themselves or the public in danger. In the event of a non-hazardous spill the landfill staff shall assess the situation and contact the appropriate authorities to determine the best method to control the spill.

Mechanical Breakdowns: The possibility of a mechanical breakdown is likely. In the event that the equipment

used within the facility experience mechanical failure, staff shall contact the Solid Waste Director about temporary use of alternate equipment within the facility. Supplementary equipment from the County's Road and Bridge Department or the City's Public Works Department may be used if the Solid Waste Director deems it necessary.

Personnel Emergencies: It is anticipated that operations may be suspended for any number of personnel emergencies. If anyone is in immediate danger Emergency Personnel shall be contacted immediately by radio or by any communication available and then contact the remaining appropriate authorities. All landfill staff shall be aware of the location of all first aid stations.

C&D Landfill Closure: Construction and Demolition cell or landfill closure shall be constructed whenever a cell becomes full or landfill closure is necessitated. The C&D Landfill may also be temporarily closed for site emergencies. The largest area to be closed at any one time shall be confined to 2.0 acres. The total waste to be deposited within all the permitted limits of the C&D Landfill facilities will be 405,426 cubic yards. Final closure shall be placed within six months after waste filling operations have ceased. KDHE shall be notified at least 60 days prior to the closure. Prior to actual closure of the C&D landfill an approved plan for alternate disposal of C&D materials previously disposed of at the site shall be approved by KDHE. All areas will be covered with 18" of a *Low Permeability Soil Layer (permeability of 1x10^{-5} centimeters per second or less)*. This will be compacted and leveled and thereafter a 12" topsoil layer (*Vegetative Soil*) will be added, leveled and *Seeding and Mulching* carried out. Thus, the total depth of cover over the C&D waste should be 30". The C&D Landfill is scheduled to be filled and closed in phases. The adjoining slopes of phases shall not receive a final closure layer, but shall receive a 12" uniform layer of compacted soil. All surface slopes shall have a minimum grade of at least 2%, but no greater than 3:1. Depending upon the time of year and weather conditions, the area will either be seeded with fescue or native grass seed and a 1" straw mulch layer applied. Temporary seeding shall be applied until permanent seeding application is within the recommended season. Seeding mixtures and applications can be seen in the design drawings. The closure procedures will be completed within 180 days and the site will be turned back into native pasture ground. The closure will need to be inspected and the materials and construction certified by a Kansas licensed engineer. Refer to the Construction Quality Assurance (CQA) Plan in the appendix for guidelines for the testing and inspection. The accompanying construction and demolition construction plans will include the final site plan with final contours and construction details for the closure. Once closure activities have been completed, KDHE shall be notified for inspection and post-closure care implementation. Post-closure access will remain the same as current operating access control (as shown on sheet 2 of the Operating and Closure Plans).

The closure cost estimate for the C&D Landfills are submitted yearly and are available by request from the City of Emporia Public Works Administrator's Office and/or the Kansas Department of Health and Environment-Bureau of Waste Management.

C&D Landfill Post Closure: The City of Emporia/Lyon County shall maintain the surface of the closed site, repairing erosion and maintaining quality vegetative cover for 30 years. The City of Emporia/Lyon County shall make quarterly documented inspections of the site and continue all monitoring as required by KDHE. The reports shall be kept at the landfill for a minimum of five years. The City of Emporia/Lyon County will meet all post closure KDHE requirements as required by KDHE (K.A.R. 28-29-12).

Inquires or reports on the C&D Landfill post closure shall be submitted to the Solid Waste Supervisor.

Public Works Department
Solid Waste Manager
1220 Hatcher St.
Emporia, Ks 66801
(620) 340-6332

Recordkeeping and Reporting Requirements: This section will summarize the recordkeeping and reporting

requirements to meet KDHE regulations. Additional records may be required internally or by other agencies.

Recordkeeping: The County shall keep records of the following information.

- The operator shall keep a record of each day that waste is screened at the landfill.
- The operator shall keep a record and maintain information for each load of C&D waste that is placed in the landfill. The information included in this record shall consist of the tons or volume of C&D waste, state in which the waste was generated, and if the waste is exempt from the state solid waste tonnage fee and reasoning for exemption if warranted.
- The operator shall keep a record and maintain information for all waste diverted by the landfill for recycling. The information included in this record shall consist of the type of waste, the tons or volume of each type of waste, the state in which the waste was generated, and the name and address of the facility to which the waste was sent for recycling.
- The operator shall keep a record and maintain information of the dates on which cover material is applied to the waste.
- The owner shall retain all documents concerning the landfill permit and landfill construction for a minimum of five years after the completion of the post closure care period. The documents shall be stored in the public works office and shall be readily available to KDHE personnel. These documents shall be:
    - The permit application and all supporting information;
    - Renewal documents;
    - CQA Plans and Reports;
    - Additional information as required by the conditions of the permit; and
    - The following documents, which shall be stored at the facility while the facility is active: current permit, permit conditions, design plans, operations plan, contingency plan, closure plan, and post closure plan.
- The owner or operator shall retain all documents concerning the operations at the landfill for a minimum of five years after the event occurs. The documents shall be stored at the facility and shall be readily available to KDHE personnel. These documents shall be:
    - The waste screening records;
    - The records of refused and returned waste;
    - The records of all waste disposed of, whether on-site or offsite;
    - The records of waste recycled;
    - Employee training records;
    - Gas Monitoring results, if applicable;
    - Groundwater monitoring results, if applicable;
    - Documentation of post closure inspection; and
    - Additional information as required by the conditions of the permit.

Reporting: The County shall report the following information to KDHE on forms provided by the department.

- C&D waste disposal that is placed in the landfill. The information included in this record shall consist of the tons or volume of C&D waste and the state in which the waste was generated.
- Recycling information included in this record shall consist of the type of waste, the tons or volume of each type of waste, the state in which the waste was generated, and the name and address of the facility to which the waste was sent for recycling.
- The operator shall keep a record and maintain information of the dates on which cover material is applied to the waste.
- Information required for permit renewal.
- Additional information as required by the conditions of the permit.
- If there is a fire at the site the operator shall notify KDHE within one business day and submit a written report to KDHE within one week.

- Accidental discharge of pollutants or materials which are detrimental to the quality of waters of the state or tend to cause pollution to the soil shall be immediately reported to KDHE.
- Notification within one business day to KDHE if regulated hazardous, regulated polychlorinated biphenol (PCB) waste, or medical waste is brought to the facility. Notification shall include whether the waste was accepted or rejected, type, amount, and source of the waste. The waste shall be managed in accordance with the hazardous waste, PCB, or medical waste regulations, as appropriate.
- Notification in writing at least sixty (60) days before the closure of each disposal unit/phase at the landfill and the final closure of the C&D landfill.
- Following completion of the post closure care period for the C&D landfill the owner shall submit a certification to the Secretary of the Kansas Department of Health and Environment. The certification shall be sign by a professional engineer licensed in Kansas and shall verify that the post closure care requirements have been fulfilled in accordance with the post closure plan.

CITY OF EMPORIA/LYON COUNTY C&D LANDFILL
RANDOM INSPECTION LOG

DATE _____(mo/day/year) LANDFILL ATTENDANT____(initial)

TIME _____ AM …. PM (circle)

LOCATION OF INSPECTION: (check one)

In Vehicle _____

On Tipping Floor _____

In Burn Area _____

In CD Landfill Area _____

In Recyclable Storage Area _____

CONTENTS OF LOAD:

C&D Waste _____

Municipal Solid Waste _____

Other (explain)_____

Items rejected or not allowed to be processed at facility:

Waste disposer's name & address:

Vehicle description & tag number:

Cell #6 (ACTIVE)
27.86 Ac.
Contact Water Pond 1.9 Ac.
PHASE 5
CURRENTLY
0.99 Acre
PHASE 3
CLOSED
0.99 Acre
PHASE 1
CLOSED
0.99 Acre
PHASE 2
CLOSED
0.99 Acre
PHASE 4
PENDING CLOSED
0.99 Acre
PHASE 6
0.99 Acre
PHASE 8
0.99 Acre
PHASE 7
0.99 Acre
PHASE 9
0.99 Acre
PHASE 11
0.99 Acre
PHASE 13
0.99 Acre
PHASE 15
0.99 Acre
PHASE 17
1.00 Acre
PHASE 19
1.00 Acre
PHASE 21
1.00 Acre
PHASE 23
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PHASE 25
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PHASE 27
1.00 Acre
PHASE 12
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PHASE 10
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PHASE 14
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PHASE 20
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PHASE 22
1.00 Acre
PHASE 24
1.00 Acre
PHASE 26
1.00 Acre
PHASE 28
1.00 Acre
North
JAMES M. UBERT
LICENSED
PROFESSIONAL ENGINEER
14698
3-21-202
KANSAS
Emporia
Kansas
EMPORIA/LYON COUNTY
LANDFILL
ASBUILT DRAWING CELL 6
PHASE 4

Appendix 13.k CONSTRUCTION AND DEMOLITION LANDFILL CLOSURE

CONSTRUCTION QUALITY ASSURANCE PLAN
(CQA Plan)

June, 2006

Last Update:
(4/23/2007)

CONSTRUCTION QUALITY ASSURANCE PLAN

1.1 INTRODUCTION

Each phase at the City of Emporia/Lyon County Construction & Demolition (C&D) Landfill will be constructed in accordance with the requirements of the construction quality assurance (CQA) plan described in the following sections.

1.2 PERSONNEL

Contractor will designate a quality assurance (CQA) officer. The CQA officer will be a professional engineer registered in the State of Kansas. The CQA officer will supervise and be responsible for all inspections, testing, and other activities required to be implemented as part of the CQA plan. The CQA officer will be responsible for, and provide direct supervision to, a staff of engineers and/or engineering technicians performing the testing, sampling, and inspections required by the CQA plan. The CQA officer will be present during major undertaking, and at critical times during construction. The CQA officer's staff shall be on-site full-time for any of the construction activities specified herein.

1.3 INSPECTION ACTIVITIES

It is required that the CQA officer, or his/her designated representative, be present during the following construction activities to inspect and document the following:

1. Prepare “As Built” drawings of the permitted waste area, this shall include horizontal limits of the disposal area along with base and side elevations prior to waste placement.
2. Excavation, grading, and preparation of the subbase to design parameters (if required).
3. Topographic data collection of the disposal pits and final closure when applicable.
4. Placement of the compacted low permeability layer during final cover.
5. Placement of the vegetative/protective layer during final cover.
6. Construction of permanent contact water management structures.
7. Construction of permanent storm water management structures.

1.4 SAMPLING PLAN AND TESTING REQUIREMENTS

1.4.1 Subbase Grade Preparation

Testing for subbase fill will be performed as shown on Table 1. Subbase fill material (if required) will be placed in maximum 10-inch lifts and compacted. The completed subbase will be surveyed on a 50-foot grid and at each break in slope. The documented subbase grades will be included in the construction documentation report.

1.4.2 Compacted Low Permeability Layer Testing Requirements for Final Cover

1.4.2.1 Soil Prequalification Testing

The earthen material proposed for use as low permeability layer material will be prequalified prior to low permeability layer construction. Prequalification testing will be performed as shown on Table 1. This plan will evaluate material index properties, moisture-density relationship, and hydraulic conductivity and establish the density/moisture versus permeability relationship.

1.4.2.2 Field Testing

Testing of the low permeability layer during construction will be performed as shown on Table 1. Moisture and density testing by nuclear methods will be conducted at a minimum frequency of 3 tests per half acre per 6 inches of material placed. The soil will be placed in 8-9 inch loose lifts and compacted to 6 inches thick. Moisture and density testing will be considered failed if either one falls beyond the limits specified in Table 1. Materials failing moisture contents testing will be rewetted or dried to specified moisture levels and recompacted. Materials failing density testing will be recompacted until a passing test is achieved. Additional tests will be required when:

1. Earthen materials from different sources are proposed for use.
2. To isolate areas of failing work.

To ensure accuracy and reproducibility of testing of the earthen low permeability layer for density and moisture content all nuclear density gauges will be certified to calibration and recertified and calibrated every year. Test holes needed during construction shall be backfilled with bentonite material and hand tamped in 4 inch lifts. Samples will be obtained and testing in the laboratory for moisture and density to confirm field test results as outlined in Table 1.

1.4.2.3 Low Permeability Layer Thickness Verification

Testing of the low permeability layer thickness during construction will be performed by hand auger. The thickness shall be verified by a minimum of 3 tests (in random locations) per half acre of closure area. Test holes shall be backfilled with bentonite material and hand tamped in 4 inch lifts. Additional soil shall be placed and compacted or excess soil removed in failing areas until the specified thickness and slope is attained. No negative tolerance from the specified thickness is allowed.

1.4.2.4 Construction Laboratory Testing

Low permeability layer samples will be obtained during construction at a frequency of one sample per 6,600 cubic yards of material placed. Laboratory testing will include moisture/density relationship (proctor testing), hydraulic conductivity, Atterberg limits determination, and grain size distribution. A hydraulic conductivity test will be considered failed if the results indicate a hydraulic conductivity greater than $1x10^{-5}$ cm/sec. In the event of a failing test, 1) the soil may be removed, or 2) recompacted and retested until a passing result is obtained, or 3) the soil immediately above and below the test specimen from the same Shelby tube may be tested. If both tests pass, the low permeability layer is accepted. If either test fails, that portion of the low permeability layer will be rejected and it will be reconstructed and retested until it passes.

1.4.3 Vegetative/Protective Layer Sampling Plan

The final earthen cover will be constructed to protect the low permeability layer and support native vegetation. The compaction requirements will be Type B – MR 90 (KDOT Specifications, 1990 edition). There will be no permeability requirements.

The earthen material for the final cover will be 12-inches vegetative topsoil. Boring using a hand auger to test the thickness will be performed a minimum of 3 tests (in random locations) per half acre of closure area. Test holes shall be backfilled with the topsoil that was removed during testing and hand tamped in 4 inch lifts. The thickness requirement will be considered met if the tested thickness is ≥12 inches. A topographic survey shall be performed to verify final contour elevations.

1.4.6 Surface Water Management System Sampling Plan

Construction of surface water management features consists primarily of earthwork and, therefore, shall be monitored with methods similar to those specified for the low permeability layer and vegetative/protective layer systems. Soil berms will be compacted to Type B-MR 90 requirements.

1.4.7 Notification of Closure

The CQA Officer shall notify the Kansas Department of Health and Environment at least 60 days prior to closure commencing.

1.4.8 Certification of Closure

The CQA Officer shall submit a CQA report with certification for each construction event including cell development, closure, or partial closure. Each CQA report shall certify the cell(s) were closed to approved specifications, construction drawings and in accordance to State and Federal regulations. CQA reports shall include:

- Written summary of construction activities;
- Representative photographs;
- Field notes;
- Test Results;
- As-Built drawings stamped by a Kansas Registered Land Surveyor;
- Kansas Licensed Professional Engineer's certification that construction was completed in accordance with approved plans (or descriptions of deviations).

Table 1
Material Testing and Frequency
City of Emporia/Lyon County Construction & Demolition Waste Landfill

Material/Activity	Test	Requirement	Nominal Frequency	Method Reference
Subbase Preparation	Survey	Design Subbase ±0.2 feet	50-foot grid	----------
Prequalification of Low Permeability Layer Material	Grain Size Distribution	³ 50% P200	Change in soil type	ASTM D422
	Atterberg Limits	LL ³ 20, PI ³ 10	Change in soil type	ASTM D4318
	Moisture/Density	Proctor Test (5 point test)	Change in soil type	ASTM D698
	Hydraulic Conductivity	£1.0x10^{-5} cm/sec £1.0x10^{-5} cm/sec (low permeability layer)	At each Proctor point	ASTM D5084
Compacted Low Permeability Layer Construction	Field Moisture and Density	Relationship based upon proctor versus K	3 per half acre per 6 inch compacted layer	ASTM D3017 and D2922
	Proctor Test (Grab Sample)	----------	1 per 5,200 cy placed or Change in soil type	ASTM D698
	Hydraulic Conductivity (undisturbed sample)	£1.0x10^{-5} cm/sec £1.0x10^{-5} cm/sec (low permeability layer)	1 per 6,600 cy placed or Change in soil type	ASTM D5084
	Atterberg Limits (Grab Sample)	LL ³ 20, PI ³ 10	1 per 1,000 cy placed	ASTM D4318
	Grain Size Distribution (Grab Sample)	³ 50% P200	1 per 1,000 cy placed	ASTM D422
	Liner Thickness	1.5' min.	3 per half acre	Hand Auger
Vegetative/Protective Layer Construction	Density	Type B-MR90	----------	KDOT Spec., 1990 ed.
	Cover Thickness	1.0' min.	3 per half acre	Hand Auger
	Survey	Final Contours ±0.2 feet	50-foot grid	----------

Commission Action Report

Library 2026 Contract Acceptance

Title:	2026 Emporia Public Library Maintenance Agreement
Agenda Date:	December 17, 2025
Presented By:	Kevin Hanlin, Director of Public Lands and Facilities

Background:
Annual renewal of the maintenance agreement between the City of Emporia and Emporia Public Library. Only changes made, besides the annual fee increase of 3%, was the removal of item #5 and adding it to item #8. Library Board has reviewed and signed the agreement.

Discussion:
N/A

Financial considerations:
No city funds are required.

Recommended action:
Approve the 2026 Maintenance Agreement between the Library and City of Emporia.

Attachments:
Library Maintenance Agreement for 2026.

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of November, 2025 by and between the Board of Directors of the Emporia Public Library, a body corporate and politic under the laws of the State of Kansas, hereinafter referred to as "LIBRARY", and the City of Emporia, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the LIBRARY occupies a building owned by the CITY and desires to plan for the care, cleaning, maintenance, and janitorial services of the building and for the provision of lawn maintenance; and

WHEREAS, the CITY is willing to provide such contracted services to the LIBRARY in order to ensure the continued safe use of the facility by staff and public, and a level of cleanliness and functionality; and

WHEREAS, the LIBRARY desires to have the CITY provide such services upon the terms and conditions as contained herein and has determined that the expenditures of funds for such services are an appropriate public purpose.

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and covenants contained herein, do hereby agree as follows:

1. That the term of this agreement will be for a period commencing January 1, 2026 and ending December 31, 2026. Upon mutual agreement of the parties hereto this agreement may be extended upon such other and different terms as the parties may agree.
2. The LIBRARY shall pay to the CITY for the services to be provided a sum of $45,850 payable annually on or before February 15, 2026.
3. The CITY shall provide custodial and maintenance services for the building occupied by the LIBRARY in accordance with the schedule attached hereto at Addendum 1, and incorporated by reference herein, and shall additionally provide manual labor, including but not limited to moving heavy boxes, setting up programs, assisting with holiday decorations, moving furniture, equipment, etc., and providing emergency services in connection therewith upon request and as personnel are available.

4. In addition to the provision of custodial and maintenance services as set forth in the preceding paragraph, the CITY shall provide building and lawn maintenance services to the LIBRARY. Such services shall include the provision of routine maintenance and repair to the building's environmental systems (heating, air conditioning, and air handling, electrical systems, plumbing system, and elevator). Additionally, the CITY shall maintain a reasonably acceptable physical appearance and condition of the building on the interior and exterior, including the repair and replacement of damaged windows, damaged ceiling grid, wall cracks, patio and walkway brick deterioration, and miscellaneous repairs. The determination of what is reasonably acceptable appearance shall be a determination made mutually between the parties. The CITY will additionally provide emergency services upon request and as personnel are available.
5. The LIBRARY will notify the CITY concurrently with the execution of this agreement of any separate maintenance agreements or warranties which may be in place with respect to the lawn maintenance and mechanical systems of the LIBRARY, and the CITY agrees to take no such actions which would interfere with such maintenance agreements or warranties and where independent contractors or third parties are to be provided pursuant to such agreements or warranties for the repair and/or replacement of equipment or systems otherwise covered by this agreement the parties agree that those individuals shall be so utilized in accordance with such agreements and warranties.
6. By October 15 of each year, the CITY's Director of Facilities and Public Lands, the LIBRARY's Assistant Director of Operations, and the LIBRARY's Executive Director shall meet to review any changes to the contract based on performance, building status, and potential building problems; in addition to a pre-established monthly meeting for facility review.

7. Any notices to be provided hereunder shall be provided as follows:
   a. To the LIBRARY: c/o Executive Director, 110 East 6th, Emporia, Kansas 66801;
   b. To the CITY: c/o City Manager, 522 Mechanic, Emporia, Kansas 66801;
   c. Or to such other persons as the parties hereto may designate in writing.
8. It is anticipated between the parties that this contract will be continued from year to year. This agreement may be terminated upon the mutual consent of the parties hereto at any time after its execution. Should any termination of this agreement end during a month, then the LIBRARY's payment for such month shall be prorated.
9. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF EMPORIA, KANSAS

_____

Mayor

ATTEST:

_____

City Clerk

BOARD OF DIRECTORS OF THE

CITY OF EMPORIA, LIBRARY

By:

Chair

ADDENDUM 1: CITY LIBRARY MAINTENANCE AGREEMENT

CLEANING, HOUSEKEEPING, AND MECHANICAL SYSTEMS DUTIES

DAILY AND WEEKEND RESPONSIBILITIES

1. Restrooms: Each restroom (including the staff and family restrooms) shall be cleaned thoroughly before the LIBRARY's opening time, or as soon thereafter as circumstances permit, Monday through Friday and during the day as emergency situations arise. Daily cleaning will be comprised of: cleaning mirrors; sanitizing urinals, changing tables, toilet bowls, and sinks; sanitary napkin disposal and diaper pail are to be emptied and wiped down as needed; floors mopped with clean water and disinfectant; and paper towel, toilet paper, and hand soap dispensers filled as necessary. Air fresheners will be refilled upon system alert.
2. Empty trash containers in public and staff areas, and move recycling materials to the designated outside location.
3. Sanitize and clean the drinking fountains.
4. Clean all interior and exterior foyer doors and glass panels, below the 7-foot level.
5. Dust mop and/or wet mop Main lobby and vestibules, if needed. Vacuum the entry carpets and browsing area rugs daily.
6. Vacuum carpet in heavy traffic areas.

   Dust mop and/or wet mop public staircase and landings daily.
7. Set up programs as noted in the calendar, realizing that LIBRARY employees may at times need to assist when events are back-to-back or if additional CITY personnel is unavailable. Rooms shall be cleaned and tabletops wiped down between meetings as personnel and time permits.
8. Do trash clean-up (policing) of the outside areas of the LIBRARY including parking lots, courtyard, lawn and other areas as needed. Empty outside trash receptacles located throughout the courtyard. Clear sidewalks around LIBRARY leading to entrances, staff and public.

9. Clean staff lounge (Breakroom) floor and meeting room kitchenette; empty trash and recycling bins in each daily. Table and counter tops, sinks, and dirty dishes are the responsibility of LIBRARY. Wipe down the exterior of the appliances, such as dishwasher, cabinets, stove, and refrigerators.
10. Elevator should be cleaned, with walls wiped and floors wet mopped on a regular basis.
11. Snow removal shall take place daily, as needed. This is a priority job, taking precedence over all other daily duties. Restrooms shall be cleaned in addition to snow removal, but only *after* snow removal is complete. Weekend and holiday snow removal shall take place only if the LIBRARY is open to the public.

WEEKLY RESPONSIBILITIES

1. Dust chairs, benches, window sills, and display cases throughout the LIBRARY. The CITY shall not be responsible for dusting open shelving, table tops, or staff work areas.
2. LIBRARY will insure that all plants that need watering have the proper protection under each container. If water spills occur, they should be promptly cleaned up by LIBRARY staff. LIBRARY is responsible for watering inside plants. CITY shall maintain underground sprinkler system for grass surfaces.
    a. The CITY shall be responsible for turning on and off the underground sprinkler system through the Water Department, typically from April through September.
3. Mowing of the LIBRARY grass will take place weekly, or as needed. CITY shall maintain trees and bushes as needed. CITY shall repair cracks and expansion joints on hard surfaces for removal of weeds and grass as time allocation permits.
4. Clean both sides of the plexi-glass areas on stairway, carpet side of atrium plexi-glass, and spot-clean any interior partition glass.
5. Vacuum all remaining carpet not included with daily duties ensuring the entire building's carpeted area is vacuumed within a two-week period.
    a. Cleaning of the baseboards and carpeted areas underneath movable seating or tables should be included with vacuuming tasks.
6. Dust mop and/or wet mop floor tile behind circulation desk and underneath furniture on both 1st and 2nd floors.
7. Dust mop and/or wet mop staff work area and Building Maintenance area, as well as the west stairwell as needed.
8. CITY shall monitor and repair the underground irrigation system for proper operation.

MONTHLY RESPONSIBILITIES

1. Vacuum all upholstered furniture, chairs, and benches. Wipe down wooden chairs.
2. Clean and sanitize bathroom stall partitions, power washing or utilizing special disinfectants, as necessary.
3. Dust Venetian blinds.

QUARTERLY RESPONSIBILITIES

1. Clean inside and outside of all 1st floor windows, including a deep cleaning of the window sills.
2. Clean inside of all 2nd floor windows, including window sills. Ensure Study Room windows are included.
3. Clean plastic Meeting Room chairs individually, either by power washing or wiping down manually.
4. Clean and wax Meeting Room floor.
5. Dust ceiling fans and blades, and air vents throughout the building.
6. Change air filters in air handler.
7. Dust and clean blinds.

ANNUAL RESPONSIBILITIES

It is agreed upon that there will be designated library cleaning days on mutually agreed upon days within the first 20 days of August. These designated cleaning days will be used to take care of many of cleaning, maintenance, and repair opportunities at the LIBRARY. Some such items include:

1. Floor brick surfaces and vinyl tile shall be stripped and new finish applied.
    a. The Meeting Room vinyl tile shall be stripped and new finish applied bi-annually, with the second instance during the winter (typically the week between Christmas closure and New Year's Day closure or another week-long span before March of the following year). This date shall be determined by both parties in October to ensure the Meeting Room is reserved for this purpose in a timely fashion.
2. Carpeting shall be chemically cleaned annually by a professional outside contractor, by the power extraction method. Cleaning smaller areas of carpet may be done by the CITY as needed.

3. The exterior glass on windows, doors, and the skylight shall be washed and cleaned.
4. Power wash plastic Meeting Room chairs.
5. Clean and wax Meeting Room floor.

AS NEEDED

1. Replacement of lightbulbs shall be on an as required basis.
2. Painting and minor remodeling shall be completed on a time available basis.
3. Sweep and remove trash from mechanical, west stairwell, and the basement as needed.

SUPPLIES

The CITY will provide all housekeeping and custodial supplies, which includes such items as paper towels, toilet tissue, cleaning chemicals, hand soaps, trash bags, and other items as may be essential for safe operation of the facility. CITY will provide light bulbs, ballasts, light fixtures, and air filters as needed.

EQUIPMENT

The CITY will provide most equipment for doing the aforementioned work (i.e., vacuum cleaners, scrubbing machines, mowers, etc.) and replacement of this service type equipment shall be part of the contracted monies and shall be CITY property.

TERMS

All work being performed shall be part of the contracted amounts with any special projects, other than emergencies receiving approval from LIBRARY Executive Director and CITY Director of Facilities and Public Lands.

Title: Golf Course Tractor

Agenda Date: December 17, 2025

Presented By: Kelley Storch, Golf Course Superintendent

Background:
In the Special Parks fund, we have $75,000.00 budgeted for the purchase of a tractor with attachments. This will replace a 1984 Ford with unknown hours and a bad engine.

Discussion:
The tractor and attachments package performs as a multi-use toolset, increasing efficiency and reducing labor requirements for various tasks. Pricing is for the tractor, front loader, backhoe, grapple, and front-mounted blade, and bids were received from the following vendors:

- Prairieland Partners John Deere = $74,193.14
- KanEquip Ottawa = $77,040.00
- KanEquip Wamego = $78,040.00

Financial considerations:
CIP Special Parks Fund in the amount of $75,000.00.

Recommended action:
Recommend purchase of the tractor with equipment package from Prairieland Partners in the amount of $74,193.14, as it is the low bid from a local company.

Attachments:
Prairieland Partners bid
KanEquip Ottawa bid
KanEquip Wamego bid

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
PrairieLand Partners, LLC
1744 Road F
Emporia, KS 66801
620-342-5000
plpjd@plpjd.com

Quote Summary

Prepared For:
CITY OF EMPORIA
1120 HATCHER
EMPORIA, KS 66801
Business: 620-342-1339

Delivering Dealer:
PrairieLand Partners, LLC
Kelly Maxfield
1744 Road F
Emporia, KS 66801
Phone: 620-342-5000
kmaxfield@plpjd.com

Payment on new equipment is due 30 days after factory delivery date.

Quote Id: 33548746
Created On: 22 October 2025
Last Modified On: 22 October 2025
Expiration Date: 22 October 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)	$ 69,039.44	$ 56,612.34 X	1 =	$ 56,612.34
4052R 10 Year AVE/PLP Warranty	Pay As You Go	X	=	
Contract: KS NASPO Ground Mtnc 56920 (PG K7 CG 22)				
Price Effective Date:				
JOHN DEERE 485A Backhoe - 1LV0485AVP0100370	$ 14,492.00	$ 11,883.44 X	1 =	$ 11,883.44
Contract: KS NASPO Ground Mtnc 56920 (PG K7 CG 22)				
Price Effective Date:				
2025 Frontier AV20H Root Grapple - 60 In. for Current 300/400 Series Carrier - 1XFAV20HKS0008660	$ 3,074.00	$ 2,520.68 X	1 =	$ 2,520.68
Contract: KS NASPO Ground Mtnc 56920 (PG K7 CG 22)				
Price Effective Date:				
Frontier AF11E - 7 Ft. Boom Mounted Front Blade with Manual Angle for Current 300/400/500 Series Carrier	$ 3,874.00	$ 3,176.68 X	1 =	$ 3,176.68
Contract: KS NASPO Ground Mtnc 56920 (PG K7 CG 22)				
Price Effective Date: October 21, 2025				

Equipment Total **$ 74,193.14**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 74,193.14
Trade In	

Salesperson: X_____ **Accepted By:** X_____

KanEquip Inc.

3313 Nebraska Terrace Ottawa, KS 66067

Integrity
Financial Strength
Quality
Teamwork

Account No.				Today's Date	November 4, 2025	Phone Number	
Name	City of Emporia			Salesman	RYAN KILE	Mobile Number	
Address	1133 S. Hwy 99					Fax Number	
City	Emporia	State	KS	Zip	66801	Phone Number	
County of First Use	Lyon			Email			

SALES:

Used/New	Brand Model Description	Tire #	Serial No.	Tag No.	Price	Office Use
New	2025 CaseIH FARMALL 55C w/ cab	4				
New	CaseIH Loader and CaseIH BHA 102 Backhoe					
New	3 Range HST, Mid Pto, R4 Tires, 3 Function loader valve, whls				$ 68,500.00	
New	Land Pride QH 16 Quick Hitch				$ 390.00	
New	Land Pride SCG 1072 Grapple				$ 3,900.00	
New	Land Pride STB 1584 Snow Blade, Hyd angle Poly Edge				$ 4,250.00	
				Delivery Charge		
				Total Sales	$ 77,040.00	

DEALER'S CHECK:	Yes	No
1. All guards in place and points of danger protected	☐	☐
2. Safety shut-off, kill switches in place	☐	☐
3. Instruction booklet provided	☐	☐
4. Operating instructions given	☐	☐
5. Warning or safety advisory decals in place	☐	☐
6. ROPS system in place (if tractor)	☐	☐

Total Trade	$	-
Difference	$	77,040.00
Discount		
Contract Fee		
Extended Warranty		
Sub-Total		
Sales Tax	$	-
Owed on Trade-In		
Insurance		
TOTAL AMOUNT DUE	$	77,040.00

WARRANTY: Customer must initial

	When applicable, KanEquip will cover customer's hauling and mileage expenses for one year from the warranty start date below:
	Per manufacturers warranty beginning:
	Warranty ending:
	I have been offered to purchase extended warranty at this time and declined.
	Customer chooses to purchase the unit(s) with no further repairs, parts, or warranty implied or included.
	As noted below:

Paid Cash/Check#		
Charge		
Contract Amount		
Total	$	77,040.00

Terms:

Delivery:

CUSTOMER'S ACCEPTANCE

I understand fully the terms & Conditions of the above sale. I understand fully the proper & safe operation of this equipment. The dealer & I have read & completed this form & agree with the above information. A finance charge on past due balances is computed at a rate of 1.5% per month.

Invoice No. WG

Customer Signature _____ Date _____

KanEquip Inc.™

Integrity

Financial Strength

Quality

Teamwork

18035 E. Hwy 24 Wamego, KS 66547

Account No.				Today's Date		Actual Del. Date	
Name	City of Emporia			Salesman	Dustin Scott	Fax Number	
Address	1133 S. Hwy 99					Mobile Number	
City	Emporia	State	KS	Zip	66801	Phone Number	
County of First Use	Lyon			Email			

SALES:

Used/New	Brand Model Description	Tire #	Serial No.	Tag No.	Price	Office Use
New	2025 Kubota L5460HSTC	4				
New	LA1055 Loader & BH77 Backhoe					
New	3 Range HST, R4 Tires, 3rd Function Kit, Whl Wts				$ 69,500.00	
New	Land Pride QH16 Quick Hitch				$ 390.00	
New	Land Pride SGC1072 Grapple				$ 3,900.00	
New	Land Pride STB1584 Snow Blade, Hyd Angle Poly Edge				$ 4,250.00	
				Delivery Charge		
				Total Sales	$ 78,040.00	

TRADES:

Total Trade	$ -	
Difference	$ 78,040.00	
Discount		
Contract Fee		
Extended Warranty		
Sub-Total	$ 78,040.00	
Sales Tax	$ -	
Owed on Trade-In		
Insurance		
TOTAL AMOUNT DUE	$ 78,040.00	

DEALER'S CHECK:

	Yes	No
1. All guards in place and points of danger protected	☐	☐
2. Safety shut-off, kill switches in place	☐	☐
3. Instruction booklet provided	☐	☐
4. Operating instructions given	☐	☐
5. Warning or safety advisory decals in place	☐	☐
6. ROPS system in place (if tractor)	☐	☐

WARRANTY: Customer must initial

	When applicable, KanEquip will cover customer's hauling and mileage expenses for one year from the warranty start date below:
	Per manufacturers warranty beginning:
	Warranty ending:
	I have been offered to purchase extended warranty at this time and declined.
	Customer chooses to purchase the unit(s) with no further repairs, parts, or warranty implied or included.
	As noted below:

Paid Cash/Check#		
Charge		
Contract Amount		
Total	$ -	

Terms:

Delivery:

CUSTOMER'S ACCEPTANCE

I understand fully the terms & Conditions of the above sale. I understand fully the proper & safe operation of this equipment. The dealer & I have read & completed this form & agree with the above information. A finance charge on past due balances is computed at a rate of 1.5% per month.

Invoice No. WG

Customer Signature _____ Date _____

Title: Golf Course Reel Mower

Agenda Date: December 17, 2025

Presented By: Kelley Storch, Golf Course Superintendent

Background:
In the Special Parks fund, we have $57,500 budgeted for the purchase of a tee/banks reel mower. This will replace a 2003 John Deere with 3300 hours.

Discussion:
We obtained quotes from Professional Turf Products (Toro), Van Wall Equipment (John Deere), and Kansas Golf and Turf (Jacobsen) for a tees/banks reel mower using pre-negotiated government contracts.

Tees/banks Reel Mower:

- Toro Reelmaster 3100-D was quoted at $56,876.43 using the Sourcewell contract pricing.
  This is the only machine that we have had a demo of and has a rear engine. This allows the operators to get on/off the machine more easily and not be subject to hot engine temps while operating. The rear engine design also allows for easy access to engine components, filters, and fluids. In addition, this unit will match the unit purchased last year, and all parts will be interchangeable between the two units. We have been very pleased with the unit purchased last year.

- John Deere 2653B was quoted at $52,985.00 using the Sourcewell contract pricing.
  - The JD 2653B mower has the engine in front of the operator, which blocks the operator's view and requires the operator to step over the steering wheel to get on or off the machine. The front-mounted engine subjects the operator's legs to extra heat given off by the engine, and hot engine air is blown back toward the operator while in motion. Also, due to the engine location and mounting of the hydraulic pump, normally minor tasks like changing a fan belt require removing the entire hydraulic pump and radiator from the engine to accomplish this otherwise minor task.
  -
- Jacobsen TR320-D was quoted at $46,959.00 and used the OMNIA contract pricing because they do not participate in the Sourcewell contract.
  - The unit quoted did not meet specifications as Jacobsen does not offer a mower of the same configuration in the US market that is comparable to the Toro or John Deere mowers.
  - I am not recommending the Jacobsen due to a lack of service support and parts availability from Kansas Golf and Turf. We have requested on multiple occasions, beginning in June, that they come to troubleshoot issues with our Jacobsen greens mowers. They have yet to get a service tech out. Also, Jacobsen's parts have moved back to England. Many parts that we have ordered are taking 10 to 30 days to arrive, in addition to paying freight from England and then again from Kansas Golf and Turf to us. The equipment salesman from Kansas Golf and Turf has also never been to the golf course to meet in person. We also have not been able to examine or demo the machine in person.

Financial considerations:
CIP Special Parks Fund in the amount of $56,876.43.

Recommended action:
Recommend purchase of the Toro ReelMaster 3100-D for $56,876.43.

Attachments:
Professional Turf Products (Toro)
Van Wall Equipment (John Deere)
Kansas Golf and Turf (Jacobsen)

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Derek Harrison
(316) 250-2902
harrisond@proturf.com

TORO Count on it

Ship To	Emporia Municipal Golf Course	Date:	11/13/2025
Bill To		Tax Rate	
Contact	Kelley Storch	Destination	
Address	1133 S. Highway 99, Emporia, KS 66801-7548	Trade-In	
		Finance	
Phone	(316) 342 7666	Account Type	Contract
Email	kstorch@emporiaks.gov	QMS: ID	4460013
Comments:	All pricing includes setup & delivery. Quoted for Sourcewell Member ID# 137227		

Proposal

Qty	Model #	Description		Extended
1	03170	Toro Reelmaster 3100-D	$	33,888.05
3	03191	32 Inch 8-Blade Radial Reel (RR) EdgeSeries	$	18,650.24
1	03173	32 Inch Lift Arm Kit	$	1,927.28
1	119-0635	DPA Cutting Unit Tipper Kit	$	92.41
1	03246	32 Inch Powered Rear Roller Brush	$	1,153.76
1	30629	Deluxe Suspension Seat Kit	$	1,088.65
1	30053	400 Hour Filter Maintenance Kit	$	76.05
		Toro Reelmaster 3100-D	**$**	**56,876.43**

SubTotal	**$**	**56,876.43**
Destination		**INCLUDED**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**56,876.43**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.

onfidential Property of Professional Turf Products

Prepared For

EMPORIA MUNICIPAL GOLF

PO BOX 928

EMPORIA, KS 668010928

Prepared By

TERRILL ELLIOT

Van-Wall Equipment, Inc.

9650 Dice Lane

Lenexa, KS 66215

9133976009

terry.elliot@vanwall.com

Quote Id 1224189

Creation Date 23-Oct-2025

Expiration Date 30-Oct-2025

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
2653B PrecisionCut Trim and Surrounds Mower	**$68,544.00**	**$52,985.00**	**1**	**$52,985.00**
Equipment Total				**$52,985.00**

Quote Summary	
Total Selling Price	$52,985.00
Sub-total	**$52,985.00**
Balance Due	**$52,985.00**

Salesperson : X _____

Accepted By : X _____

WWW.KANSASGOLFANDTURF.COM

800-260-6095 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

10/23/2025

QUOTE

ATTENTION: KELLEY STORCH
CITY OF EMPORIA - GOLF COURSE

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	OMNIA PRICE
JACOBSEN	TR330	$63,615.00	$46,959.00
	STANDARD WITH "ADAPTISHIFT" CUTTING UNIT OFFSET MECHANISM, 24.5 HP DIESEL ENGINE, HYDROSTATIC POWER STEERING AND TRACTION SYSTEM WITH AUTOMATIC PARALELL SERIES 3-WHEEL DRIVE, WEIGHT TRANSFER AND HIGH BACK SUSPENSION SEAT.		
	30" REELS	INCLUDED	INCLUDED
	GROOVED STEEL FRONT ROLLERS	INCLUDED	INCLUDED
		SUBTOTAL:	*$46,959.00*
OPTIONAL:	GROOVED FRONT ROLLER SCRAPERS	$416.00	$312.00
	REAR ROLLER SCRAPERS	$342.00	$257.00

NOTE: THIS UNIT IS CURRENTLY IN STOCK AND WAS RECEIVED BEFORE TARIFFS WERE IMPLEMENTED. IF I HAD TO ORDER A TR320 MODEL NOW, THE TARIFFS WOULD MAKE IT AS MUCH OR MORE THAN THIS TR330 MODEL.

DELIVERY:	NO CHARGE
SUB TOTAL:	
TAX:	AS APPLICABLE
TOTAL PRICE:	

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 30 DAYS.

QUOTE BY: *RYAN BLEW, KGT*

Approved by:_____ Date: _____

Title:	Resolution No. 3781 for 2026 Golf Fees Structure
Agenda Date:	December 17, 2025
Presented By:	Marcus Erkel, Head Golf Professional

Background:
The golf course and Golf Advisory Board are requesting that the Commission consider increasing the annual golf fees for the upcoming year.

Discussion:
The Golf Advisory Board, having met on November 13th, has decided that it is best to increase the annual fees at this time. The increase of approximately 5% is suggested, and would make the annual packages look as such:

Tiger- $1725.00; Sr/military- $1625.00

Nicklaus- $1581.20; Sr/military- $1481.20

Hogan- $800; Sr/military- $700

Private Golf Cart plus Storage- $585

Annual Trail Fee- $310

A change in time for twilight from 2 pm to 4 pm start.

The Golf Advisory Board believes the increase in daily fees done in 2025 should remain the same for 2026, with the idea of raising again in 2027. The Board would like to continue the every two-year increase in fees, with annual and daily fees being on opposite years. We continue to do our best to stay in line with similar courses throughout Kansas.

Financial considerations:
No city funds are required.

Recommended action:
Approve Resolution No. 3781 for the increase to 2026 annual fees as presented.

Attachments:
Resolution No. 3781 to increase 2026 annual fees

RESOLUTION NO. 3781

A RESOLUTION AUTHORIZING CERTAIN RATE ADJUSTMENTS TO THE FEE STRUCTURE AT THE EMPORIA MUNICIPAL GOLF COURSE.

WHEREAS, the City has determined that it is desirable and necessary to continually make improvements at the City-owned public golf course.

WHEREAS, the Governing Body of the City finds and determines that it is desirable and necessary to adjust the user fees at the Emporia Municipal Golf in order to pay for the operation and improvements to the municipal golf course.

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

Section 1. The City is authorized, pursuant to Section 18-165 of the Code of the City of Emporia, Kansas, 1983, to make periodical adjustments to the rate structure at the Emporia Municipal Golf Course to pay for the cost of operation and capital improvements.

Section 2. The following schedule of charges will be effective for the calendar year January 1, 2026:

Green

Monday/Thursday Regular	$24.00
Monday/Thursday - Senior/Military Junior (after 2:00 p.m. on Weekends/Holidays)	$20.00
Monday/Thursday Twilight (After 4:00 PM)	$18.00
Friday/Saturday/Sunday/Holiday	$29.00
Friday/Saturday/Sunday/Holiday Twilight (After 4:00 PM)	$20.00
Monday/Thursday 9 hole	$18.00
Friday/Saturday/Sunday/Holiday 9-hole	$20.00
18 Hole Shotgun Weekend Tournament	$1,000.00
9 Hole Shotgun Weekend Tournament	$700.00

Annual Packages

Hogan	$800.00
Family Add On	$300.00
Senior/Military Hogan	$700.00
Junior	$150.00

*After 4:00 p.m. on Saturday/Sunday/Holidays/Discretion of Golf Shop staff.

Trail Fees	
Per 18 Holes	$9.50
Per 9 Holes	$6.50
Storage	
Space and Trail Fee (Maximum two individuals per space)	$585.00
Golf Cart Rental	
9 Holes	$10.00/person
18 Holes	$16.00/person
Use of City-Owned Golf Cart (May be limited due to the number of City-owned golf carts)	$720.00
Annual Driving Range	$255.00
Annual Trail Fee	$310.00
Pull Cart Rental	$3.50
Driving Range	$5.00/$8.00
Club Rental	$15.00/$25.00

Section 3. This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 17th Day of December 2025

_____
ERREN HARTER, Mayor

ATTEST:

_____
KERRY SULL, City Clerk

Title:	Water Treatment Plant Evaluation and Master Plan Amendment
Agenda Date:	December 17, 2025
Presented By:	Dean Grant, Director of Public Works

Background:

Over the past year, the water treatment plant has undergone an evaluation and master planning process. This has been an extensive process of evaluating treatment chemicals and dosages, raw water (from the river), finished water (sold to customers), structures and buildings, treatment systems, and the water rate structure.

Discussion:

Staff is requesting approval of an amendment to the Task Order with Burns & McDonnell for changes to the original project scope. Those changes included additional meetings with Burns & McDonnell engineers, additional data analysis of jar tests and water quality, evaluating phasing and probable costs of upgrades, and additional work required to review, and update recommended water rates. The amendment is a $61,000.00 increase for the project.

Financial Considerations:

The total project budget is $400,000.00, and the original Task Order and Amendment No. 1 cost is $367,000.00. The addition of Amendment No.2 will increase the total project cost to $428,000.00.

Recommended Action:

Approve the City Manager to sign the Water Treatment Plant Evaluation and Master Plan Amendment No. 2 with Burns & McDonnell for $61,000.00

Attachments:

Amendment No. 2: Scope of Services with Burns & McDonnell

November 14, 2025

Mr. Dean Grant
Director of Public Works
City of Emporia
1220 Hatcher St.
Emporia, KS 66801

RE: Emporia Water Treatment Plant Master Plan – Amendment 2 for Additional Services

Dear Mr. Grant,

This letter is a follow up to our recent conversations about out-of-scope work performed by Burns & McDonnell during the course of the Emporia Water Treatment Plant Master Plan. Below is a summary of the additional services provided and for which we are requesting compensation in Amendment 2.

We sincerely appreciate the City's consideration of these items and are available to discuss further at your convenience.

1. **Project Meetings and Workshops (Task 1)** - The following additional meetings have been requested by the City:
    a. In-person meeting with Simmons to discuss projected water usage (Aug 2025).
    b. In-person presentation of study results to Commission (anticipated in Dec 2025)
2. **Data Analysis (Task 2.b)**
    a. Key water quality parameters throughout the treatment process were provided as hand-written daily logs rather than Excel files. This required additional time, in access of included allowance, to digitize this data for use in analysis.
    b. Format of chemical usage data for chlorine, coagulant and polymer required additional investigation to separate out different feed points and determine dosages for each.
3. **Alternatives Development (Task 4)**
    a. Original scope included development of 3 alternatives. At City request, we developed phasing options for 2 of these alternatives. Phasing included delineation of components to each phase, modified site plans, and modified opinions of probable cost for each phase.
4. **Financial Plan Impact Assessment (Task 6)**
    a. Rate structure had changed significantly since the 2023 study. City identified an alternate rate structure was effective as of 1/1/26. As a result of this change, all customer data processing was reworked to calculate revenue by class under the new structure (bill tabs, revenue reconciliation, etc.)
    b. During review of the initial analysis, City identified changes to existing customer usage that should be made to be reflective of current conditions (i.e. Tyson going away mid-year, new metering for Simmons, etc.). This mid-stream changes resulted in re-work.

    (Please note that without the analysis and associated effort listed above, we could not make informed opinions about the revenue forecast and comparison of capital alternatives.)

c. Original scope was dependent on use of the previously developed financial model, but a new model had to be developed to account for all changes (2026 rate structure, customer billing determinant analysis, Tyson & Simmons changes).

d. Unanticipated iterations to the financial model and forecast, including: updating CIP, changes to detailed O&M (unit-based purchased water costs, direct changes to personnel costs, long term inflation forecast) and additional meetings for cashflow balancing and review.

e. Additional work requested by City and recommended due to magnitude of capital projects:

   i. Adding forth rate case scenario for "Alt 3 – phased".

   ii. Incorporation of new budget and rerunning of scenarios under new cost forecast.

   iii. Development of proposed rates and calculation of typical bill impacts to representative customers under new rate structure and future revenue increases.

(Please note that the items listed in paragraph "e" are typical of a more in-depth rate study rather than an impact assessment. As such, with this effort, the City is well on the way to having the information that would come out of a follow-up rate study.)

5. Bench-Scale Testing (Task 7)

a. Original scope included 3 rounds of jar testing, with 7 jar tests in each round, for a total of 21 tests. Due to the chemical complexities at the plant, our team conducted 36 jar tests over the 3 rounds of jar testing. Data review and analysis efforts were also extended due to incorporation of these additional tests.

We believe the performance of these services have been key to delivery of a complete and useful master plan. We appreciate the City's consideration. If you have any questions, please contact me at (816) 743-4776, rldrain@burnsmcd.com

Sincerely,

Burns & McDonnell Engineering Company, Inc

Rachel Drain

Rachel Drain
Project Manager
816-743-4776
rldrain@burnsmcd.com

BURNS McDONNELL

AMENDMENT TO CONSULTANT AGREEMENT

AMENDMENT No. 2 **Date: _____**

This AMENDMENT modifies Task Order #1 dated 27 September, 2024 made by and between the **City of Emporia, Kansas** (hereinafter called OWNER) and **Burns & McDonnell Engineering Company, Inc.,** (hereinafter called ENGINEER). For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:

   1. **Project Meetings and Workshops (Task 1)** – Add the following meetings:

      a. Attendance by one engineer at an in-person meeting with Simmons to discuss projected water usage.

      b. Attendance by two engineers at an in-person presentation of study results to Commission.

   2. **Data Analysis (Task 2.b) –** Add the following tasks:

      a. Digitize data from hand written daily logs for use in analysis. 18 hours included.

      b. 12 hours included for investigation of existing chemical dosing based on existing data.

   3. **Alternatives Development (Task 4) –** Add the following task:

      a. Develop phasing options for two of the proposed WTP alternatives. Phasing to include delineation of components to each phase, modified site plans, and modified opinions of probable cost for each phase.

   4. **Financial Plan Impact Assessment (Task 6) –** Add the following tasks:

      a. Review customer data and calculate revenue by class under the new structure (bill tabs, revenue reconciliation, etc.).

      b. Implement changes to existing customer usage to reflective mid-year conditions (i.e. Tyson going away mid-year, new metering for Simmons, etc.).

      c. Develop financial model incorporating the 2026 rate structure, customer billing determinant analysis, and Tyson & Simmons usage changes.

      d. Include 16 hours for:

         i. Iterations to the financial model and forecast based on City input; and

         ii. Virtual meetings for cashflow balancing and review.

      e. Develop a fourth rate case scenario.

      f. Incorporate one round of new budget information and rerun scenarios under resulting cost

forecast.

g. Develop proposed rates and calculation of typical bill impacts to representative customers under new rate structure and future revenue increases.

5. Bench-Scale Testing (Task 7) - Add the following tasks:

a. Conduct an additional 15 jar tests over the 3 rounds of jar testing (for final total of 36 jar tests). Provide data review and analysis for all tests conducted.

2. The following adjustments are made to the ENGINEER's compensation:

Compensation for these additional services is $61,000.

Accordingly, the total amount in Task Order #1 shall be changed to read: Hourly Rate per ENGINEER's Rate Sheet, subject to a Not-to-Exceed Cap of Four Hundred Twenty-Eight Thousand Dollars ($428,000).

3. The time for completion of ENGINEER's Services is adjusted as follows:

No changes.

4. Other changes to the Agreement, if any, are stated below:

None.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER: City of Emporia, Kansas:	**ENGINEER: Burns & McDonnell Engineering Company, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Amendment No. 2

Task Description	Hours	Fee
Task 1 - Additional Meetings (Simmons, Council)	12	$ 3,700
Task 2.b - Data analysis (hand scanned sheets, variety of sources, calculations to obtain real dosages, etc.)	30	$ 6,000
Task 4 - Phasing of Alternates	25	$ 7,700
Task 6 - Additional Work - Financial Impact Study	86	$ 21,200
Task 6 - Rate Case for Phased Alternate 3, New Budget, Typcial Bill Impacts	24	$ 5,900
Task 7 - Extra Jar Testing and analysis	72	$ 16,500
Total	***249***	***$ 61,000***

Title:	Resolution No. 3784 to Adopt 2026 Pay Scales
Agenda Date:	December 17, 2025
Presented By:	Jo Lynne Herron, Director of Human Resources

Background:
The City of Emporia contracted with The Arnold Group to conduct a salary study which was completed and presented to Commission during the April 19, 2023 study session.

Discussion:
As people are the most important piece of making any organization work, a classification and compensation system—which defines the types of jobs in an organization and how much those types of jobs will pay—is the framework in which organizations manage their job classifications and distribute pay to employees in a manner that is fair, strategic, and competitive within a given market. Based on the current market findings and with a commitment to remain competitive for labor and talent in the region, the City should make adjustments to our pay scales.

Financial considerations:
The annual impact to adopt the 2026 pay scales is estimated to be $ 325,000 in base wages and has been approved within the 2026 budget.

Recommended action:
Approve Resolution No. 3784 to Adopt the 2026 Pay Scales.

Attachments:
2026 Pay Scales

RESOLUTION NO. 3784

A RESOLUTION OF THE GOVERNING BODY OF EMPORIA, KANSAS ADOPTING A REVISED COMPENSATION PLAN

WHEREAS, the Governing Body of the City of Emporia conducted a formal compensation study and subsequently adopted a compensation plan through Resolution 3695 on May 3, 2023, adjusting the Compensation Scales and resolving that the Compensation Scales will be reviewed annually to address changes in market conditions; and

WHEREAS, market trends indicate a robust and competitive environment with increased demands for labor in various fields, supporting an increase to the Compensation Scales; and

WHEREAS, the City Commission has determined that it is necessary and appropriate to increase the Compensation Scales in order to attract and retain a skilled and motivated workforce.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the Compensation Plan is hereby revised to include the Salary Scales attached hereto, increasing the Compensation Scales benchmark by two percent effective December 22, 2025.

BE IT FURTHER RESOLVED that the Compensation Scales will be reviewed annually to address changes in market conditions.

BE IT FURTHER RESOLVED, employee pay will be adjusted 2%, with additional small changes to the starting wages for the purpose of maintenance of the wage scales.

BE IT FURTHER RESOLVED that all city employees shall receive a one-time payment of $1,000 that will be pro-rated for part-time hourly employees based on actual hours worked.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 17th day of December 2025.

_____
Eren Harter, Mayor

ATTEST:

_____
Kerry Sull, City Clerk

		Base Grade			F1 - Fire / EMS: 2,080 Schedule			F2 - Fire / EMS: 2,944.8 Schedule			F3 - Fire / EMS: 3,238.3 Schedule			F4 - Fire / EMS: 2,756 Schedule			Police - Sworn		
		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max
Annually	10	$30,139	$38,126	$46,134																
Monthly		$2,512	$3,177	$3,845																
Bi Weekly		$1,159	$1,466	$1,774																
Hourly		$14.49	$18.33	$22.18																
Annually	11	$32,739	$41,434	$50,149																
Monthly		$2,728	$3,453	$4,179																
Bi Weekly		$1,259	$1,594	$1,929																
Hourly		$15.74	$19.92	$24.11																
Annually	12	$35,589	$45,032	$54,496																
Monthly		$2,966	$3,753	$4,541																
Bi Weekly		$1,369	$1,732	$2,096																
Hourly		$17.11	$21.65	$26.20																
Annually	13	$38,667	$48,942	$59,238																
Monthly		$3,222	$4,079	$4,937																
Bi Weekly		$1,487	$1,882	$2,278																
Hourly		$18.59	$23.53	$28.48																
Annually	14	$41,787	$52,874	$63,981																
Monthly		$3,482	$4,406	$5,332																
Bi Weekly		$1,607	$2,034	$2,461																
Hourly		$20.09	$25.42	$30.76																
Annually	15	$45,136	$57,117	$69,118					15F2	$45,136	$57,117	$69,118								
Monthly		$3,761	$4,760	$5,760						$3,761	$4,760	$5,760								
Bi Weekly		$1,736	$2,197	$2,658						$1,736	$2,197	$2,658								
Hourly		$21.70	$27.46	$33.23						$15.33	$19.40	$23.47								

		Base Grade			F1 - Fire / EMS: 2,080 Schedule			F2 - Fire / EMS: 2,944.8 Schedule			F3 - Fire / EMS: 3,238.3 Schedule			F4 - Fire / EMS: 2,756 Schedule			Police - Sworn		
		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max
Annually	30	$43,163	$55,693	$68,224	30F1	$49,206	$63,490	$77,775	30F2	$49,206	$63,490	$77,775					30S	$49,206	$63,490	$77,775
Monthly		$3,597	$4,641	$5,685		$4,100	$5,291	$6,481		$4,100	$5,291	$6,481						$4,100	$5,291	$6,481
Bi Weekly		$1,660	$2,142	$2,624		$1,893	$2,442	$2,991		$1,893	$2,442	$2,991						$1,893	$2,442	$2,991
Hourly		$20.75	$26.78	$32.80		$23.66	$30.52	$37.39		$16.71	$21.56	$26.41						$23.66	$30.52	$37.39
Annually	31	$49,611	$64,014	$78,418	31F1	$56,557	$72,976	$89,397	31F2	$56,557	$72,976	$89,397	31F3	$56,557	$72,976	$89,397	31S	$56,557	$72,976	$89,397
Monthly		$4,134	$5,335	$6,535		$4,713	$6,081	$7,450		$4,713	$6,081	$7,450		$4,713	$6,081	$7,450		$4,713	$6,081	$7,450
Bi Weekly		$1,908	$2,462	$3,016		$2,175	$2,807	$3,438		$2,175	$2,807	$3,438		$2,175	$2,807	$3,438		$2,175	$2,807	$3,438
Hourly		$23.85	$30.78	$37.70		$27.19	$35.08	$42.98		$19.21	$24.78	$30.36		$17.46	$22.54	$27.61		$27.19	$35.08	$42.98
Annually	32	$56,061	$72,336	$88,612	32F1	$63,910	$82,463	$101,018	32F2	$63,910	$82,463	$101,018					32S	$63,910	$82,463	$101,018
Monthly		$4,672	$6,028	$7,384		$5,326	$6,872	$8,418		$5,326	$6,872	$8,418						$5,326	$6,872	$8,418
Bi Weekly		$2,156	$2,782	$3,408		$2,458	$3,172	$3,885		$2,458	$3,172	$3,885						$2,458	$3,172	$3,885
Hourly		$26.95	$34.78	$42.60		$30.73	$39.65	$48.57		$21.70	$28.00	$34.30						$30.73	$39.65	$48.57
Annually	33	$63,349	$81,740	$100,132	33F1	$72,218	$93,184	$114,150	33F2	$72,218	$93,184	$114,150					33S	$72,218	$93,184	$114,150
Monthly		$5,279	$6,812	$8,344		$6,018	$7,765	$9,513		$6,018	$7,765	$9,513						$6,018	$7,765	$9,513
Bi Weekly		$2,437	$3,144	$3,851		$2,778	$3,584	$4,390		$2,778	$3,584	$4,390						$2,778	$3,584	$4,390
Hourly		$30.46	$39.30	$48.14		$34.72	$44.80	$54.88		$24.52	$31.64	$38.76						$34.72	$44.80	$54.88
Annually	34	$71,585	$92,367	$113,150	34F1	$81,607	$105,298	$128,991	34F2	$81,607	$105,298	$128,991					34S	$81,607	$105,298	$128,991
Monthly		$5,965	$7,697	$9,429		$6,801	$8,775	$10,749		$6,801	$8,775	$10,749						$6,801	$8,775	$10,749
Bi Weekly		$2,753	$3,553	$4,352		$3,139	$4,050	$4,961		$3,139	$4,050	$4,961						$3,139	$4,050	$4,961
Hourly		$34.42	$44.41	$54.40		$39.23	$50.62	$62.01		$27.71	$35.76	$43.80						$39.23	$50.62	$62.01
Annually	35	$80,891	$104,375	$127,860	35F1	$92,216	$118,988	$145,760	35F2	$92,216	$118,988	$145,760					35F4	$92,216	$118,988	$145,760	35S	$92,216	$118,988	$145,760
Monthly		$6,741	$8,698	$10,655		$7,685	$9,916	$12,147		$7,685	$9,916	$12,147						$7,685	$9,916	$12,147		$7,685	$9,916	$12,147
Bi Weekly		$3,111	$4,014	$4,918		$3,547	$4,576	$5,606		$3,547	$4,576	$5,606						$3,547	$4,576	$5,606		$3,547	$4,576	$5,606
Hourly		$38.89	$50.18	$61.47		$44.33	$57.21	$70.08		$31.31	$40.41	$49.50						$33.46	$43.17	$52.89		$44.33	$57.21	$70.08

		Base Grade			F1 - Fire / EMS: 2,080 Schedule			F2 - Fire / EMS: 2,944.8 Schedule			F3 - Fire / EMS: 3,238.3 Schedule			F4 - Fire / EMS: 2,756 Schedule			Police - Sworn		
		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max		Min	Mid	Max
Annually	40	$100,200	$125,250	$150,300	40F1	$114,228	$142,785	$171,342									40S	$114,228	$142,785	$171,342
Monthly		$8,350	$10,438	$12,525		$9,519	$11,899	$14,279										$9,519	$11,899	$14,279
Bi Weekly		$3,854	$4,817	$5,781		$4,393	$5,492	$6,590										$4,393	$5,492	$6,590
Hourly		$48.17	$60.22	$72.26		$54.92	$68.65	$82.38										$54.92	$68.65	$82.38
Annually	41	$115,235	$144,040	$172,850	41F1	$131,368	$164,206	$197,049									41S	$131,368	$164,206	$197,049
Monthly		$9,603	$12,003	$14,404		$10,947	$13,684	$16,421										$10,947	$13,684	$16,421
Bi Weekly		$4,432	$5,540	$6,648		$5,053	$6,316	$7,579										$5,053	$6,316	$7,579
Hourly		$55.40	$69.25	$83.10		$63.16	$78.95	$94.74										$63.16	$78.95	$94.74
Annually	42	$132,520	$165,650	$198,780	42F1	$151,073	$188,841	$226,609									42S	$151,073	$188,841	$226,609
Monthly		$11,043	$13,804	$16,565		$12,589	$15,737	$18,884										$12,589	$15,737	$18,884
Bi Weekly		$5,097	$6,371	$7,645		$5,810	$7,263	$8,716										$5,810	$7,263	$8,716
Hourly		$63.71	$79.64	$95.57		$72.63	$90.79	$108.95										$72.63	$90.79	$108.95

Approved by:

Print Name / Title

Signature / Date

Title: Informational Items

Agenda Date: December 17, 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, January 7, 2026.

Commission Meeting :

- Regulations for Mobile Food Truck Vendors
- Accept Construction Contract for Fire Station No. 2
- State of the City Speech
- Adjourn Sine Die
- Business Meeting
    - Elect Mayor and Vice Mayor
    - Approve Surety Bonds for the City Manager, Clerk, and Treasurer.
    - Designate the Emporia Gazette as the Official City Paper.
    - Designate Financial Institutions.

Study Session:

- Discuss Legislative Policy Statement.
- Appoint Commission Members to RDA, JEDAC, Recreation Commission, Emporia Enterprises, Transient Guest Tax Advisory Board, Emporia Public Library, Emporia Main Street and Recreation Commission Steering Committee

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: December 17, 2025

Recommended Action:
Recess into executive session for 15 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 __:_____ a.m./p.m.