



CITY COMMISSION
WEDNESDAY, DECEMBER 4, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

Vice-Mayor Susan Brinkman
Commissioner Tyler Curtis
Commissioner Becky Smith
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 Member to the MUPP Board

Presented by: Vice Mayor Susan Brinkman & Commissioner Tyler Curtis

Recommended Action: Approve the appointment of Misty Williams to the MUPP Board with her term to begin 01/01/2025.

2) Public Hearing & Ordinance No. 24-41 for Budget Amendment

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Conduct Public Hearing & Approve Ordinance No. 24-41 for Budget Amendment

3) Utility Rate Increase

Presented by: Janet Harrouff, Director of Finance

Recommended Action: Approve Ordinance 24-37, Ordinance 24-38, Ordinance 24-40, Ordinance 24-39 effective January 1, 2025, and January 1, 2026

4) Tax Rebate Agreement with Camso Manufacturing USA, Ltd.

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Authorize the Mayor to execute the Tax Rebate Agreement with Lyon County and Camso Manufacturing USA, Ltd

5) Resolution No. 3748 Approving Sale of Project Financed with Revenue Bonds of the City of Emporia

Presented by: Tayler Wash, Assistant City Manager

Recommended Action: Approve Resolution No. 3748 as presented, authorizing the Mayor to execute the necessary documents to complete the sale and redemption process

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for November 20, 2024
- 2) 2025 Emporia Public Library Maintenance Agreement
- 3) Resolution No. 3747 for Official Boundary List
- 4) 2024 Year End Charge Offs
- 5) Purchase of Monitor/Defibrillator
- 6) Purchase of Power Load Systems

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

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

EXECUTIVE SESSION

- 1) 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 __:____ a.m./p.m.
- 2) Executive Session for 20 minutes inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:____ a.m./p.m.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Economic Development Committee
- 2) Discuss Brick Streets
- 3) Discuss Golf Rate Increase

ADJOURNMENT



Commission Action Report

Appoint Member(s) to the MUPP Board

Title: Appoint Member(s) to the MUPP Board

Agenda Date: December 4, 2024

Presented By: Susan Brinkman and Tyler Curtis, Commissioners

Background:

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

Discussion:

Applications were received, and interviews were conducted by Commissioners Susan Brinkman and Tyler Curtis.

Interviewing Commissioners recommend the appointment of Misty Williams to a full initial 3 year term which would expire on 12/31/2027. Ms. Williams will be filling the open position created when Board member Daphne Mertens completes her second term on 12/31/2024 which requires her to step down from her appointment.

Financial considerations:

N/A

Recommended action:

Approve the appointment of Misty Williams to the MUPP Board with her term to begin 01/01/2025.

Attachments:

Application for MUPP Board.

Board Application Form

Select the Board,
Commission, or
Committee applying for

Multi-Use-Path Planning Board

Personal Information

First Name Misty

Last Name Williams

Address1 [REDACTED]

Address2 *Field not completed.*

City Emporia

State KS

Zip 66801

Home Phone Number [REDACTED]

Business Address [REDACTED]

Business Phone Number [REDACTED]

Occupation Director of Mobility Management

Email Address [REDACTED]

Residency Information

Length of Residency in
Emporia 20 years

Are you a registered voter Yes

Education and Hobbies

High School Madison High

College Ottawa University

Trade or Business School *Field not completed.*

Hobbies	4H, Farming, Ranching, Fishing, Hunting, Racing, Kids Activities
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Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
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If yes, which	<i>Field not completed.</i>
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Have you served on a Board, Commission, or Committee before?	No
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If yes, which	<i>Field not completed.</i>
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Please, list organization memberships and positions held.	<i>Field not completed.</i>
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Please, list areas of special interest.	Goal is meeting individual community member needs through a wide range of transportation options.
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Please, enter basic resume information below.	High school: Madison High School Butler Community College- associate's degree in accounting Ottawa University- Bachelor's in accounting and business administration
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	Currently hold Director of Mobility Management for the East Central Kansas region Previously held an Accounting 2 position with GSA/USDA.
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Please, enter why you would like to be a member of this board or commission.	To assist in providing citizens safe routes to schools, work, shopping, and recreation, while promoting physical activity and preservation of the environment.
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Commission Action Report

Public Hearing & Ordinance No. 24-41 for Budget Amendment

Title: Public Hearing & Ordinance No. 24-41 for Budget Amendment

Agenda Date: December 4, 2024

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

The 2024 expenditures of one budget; Water Funds will exceed the 2024 adopted budget amount. A public hearing will need to be held and then an ordinance approved.

DISCUSSION:

A notice was published in the Emporia Gazette on Saturday, November 23, 2024, 10 days prior to the Public Hearing as required by state statute. The Water fund expenditures have exceeded the 2024 approved amount due to:

- Maintenance & Repair increase of \$456,950 for water main repairs
- Commodities increase of \$573,150 for chemical costs
- Debt Payment increase of \$271,861 for interest payment on state loan drawdowns
- Transfer increase of \$5,225,000 for pass-through draws for the projects paid with the state loan

FINANCIAL CONSIDERATIONS:

Expenditure cannot exceed budget authority.

RECOMMENDED ACTION:

Conduct Public Hearing & Approve Ordinance No. 24-41 for Budget Amendment.

ATTACHMENTS:

Ordinance No. 24-41

ORDINANCE NO. 24-41

AN ORDINANCE AMENDING THE 2024 BUDGET.

WHEREAS, the City of Emporia published a Notice of Public Hearing to receive public input on the Amendment to the 2024 Budget on November 23, 2024, in the Emporia Gazette; and

WHEREAS, a public hearing was held on December 4, 2024, 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 2024 municipal budget on December 4, 2024, 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: Water fund.

Section 3. Interested persons can address questions or comments concerning the 2024 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 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

2024

**Amended
Certificate
For Calendar Year 2024**

To the Clerk of Lyon, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Emporia
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2024 Amended Budget		
			Amount of 2023 Tax that was Levied	Adopted 2024 Expenditures	Proposed Amended 2024 Expenditures
Table of Contents:		Page No.			
Fund	<u>K.S.A.</u>				
Water				10,982,803	16,604,196
Totals		xxxxxxxx	0	10,982,803	16,604,196
Summary of Amendments		0			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Emporia

2024

Adopted Budget

Water	2024 Adopted Budget	2024 Proposed Budget
Unencumbered Cash Balance January 1	2,406,984	830,592
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sale of Water	8,029,720	9,100,000
Service Charge and Penalties	195,000	172,000
Reimbursed Expense	20,000	13,000
Trf from Economic Development Sales Tax Fund	436,000	350,000
Miscellaneous	2,100	-4,150
State Loan Payment		5,240,370
Transfer In		850,000
Interest on Idle Funds	65,000	55,000
Total Receipts	8,747,820	15,776,220
Resources Available:	11,154,804	16,606,812
Expenditures:		
Salaries	1,419,151	1,419,151
Maintenance & Repair	1,043,050	1,500,000
Commodities	1,426,850	2,000,000
Other Charges	247,390	247,390
Capital Outlay	995,000	995,000
Debt Payment	1,653,139	1,925,000
Contractual Services & Other	2,673,055	2,673,055
Transfer to Equipment Reserve Fund	25,000	5,250,000
Utilities	594,600	594,600
Special Projects	905,568	
Total Expenditures	10,982,803	16,604,196
Unencumbered Cash Balance December 31	172,001	2,616

CPA Summary

2024

**Notice of Budget Hearing for Amending the
2024 Budget**

The governing body of

City of Emporia

will meet on the day of December 4, 2024 at 11:00 a.m. at Civic Building, City Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Manager's Office
and will be available at this hearing.

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water			10,982,803	16,604,196
			0	0
			0	0
			0	0
			0	0
			0	0

Janet Harrouff

Official Title: Director of Finance

Page No.



Commission Action Report

Utility Rate Increase

Title: Utility rate increase

Agenda Date: December 4, 2024

Presented By: Janet Harrouff, Director of Finance

Background:

During the 2025 budget process the need for rate increases in the water, wastewater and solid waste funds were discussed. Several options have been presented over the past few weeks that tried to keep the monthly cost as manageable as possible for all citizens and provide revenue to maintain these vital services.

Discussion:

The water fund has a 10% increase to the consumption rate and base (meter) rate in 2025. In 2026, the 5/8" inside base rate is decreased \$3.00 and meters larger than 3" double in the base rate. The usage charges for inside customers will change to:

First 2,000	\$6.00
Next 8,000	\$4.94
Next 190,000	\$4.16
Next 6,800,000	\$2.85

This structure eliminates the tier over 7,000,000.

The wastewater fund has a 10% increase to the consumption rate and base (meter) rate in 2025. In 2026, there is a 10% increase in the consumption rate and base rate.

The Solid waste fund has a 10% increase to the polycart, dumpsters, roll off and landfill charges in 2025. In 2026, there is a 10% rate increase to the polycart, dumpsters and roll off charges. A 15% rate increase to the roll off rental charges and 20% rate increase to landfill charges.

Financial considerations:

Maintenance, treatment costs, personnel and debt payments have increased over the past couple of years in all three utility funds. The reserves have substantially decreased in two of the funds. Waste hauling contract costs has increased which will cause reserves to decrease in the solid waste fund.

Recommended action:

Approve Ordinance 24-37, Ordinance 24-38, Ordinance 24-40, Ordinance 24-39 effective January 1, 2025, and January 1, 2026

Attachments:

Water Ordinance No. 24-37
Wastewater Ordinance No. 24-38
Solid Waste Collections Ordinance No. 24-40
Solid Waste Roll-off and Landfill Ordinance 24-39
Coversheets for each fund through 2029

ORDINANCE NO. 24-39

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO SOLID WASTE RATES; AMENDING SECTION 23-26 SCHEDULE OF CHARGES; AND REPEALING SAID SECTION AS IT PREVIOUSLY EXISTED.

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

Section 1. Section 23-26 of the Code of the City of Emporia, Kansas, is hereby amended as follows:

“Sec. 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 January 1, 2025

- | | |
|--|--|
| (1) Single-family residences | \$17.14 per month |
| (2) For each additional polycart service | \$17.14 per month |
| (3) Multiple-family dwelling units | \$17.14 per month per polycart |
| (4) Trailer park and mobile home park | \$17.14 per month per polycart |
| (5) Commercial loose pick up | Minimum monthly charge is \$39.44.
Additional charges to be determined by time required to pick up and volume of refuse |
| (6) Commercial polycart | Monthly charge is \$17.14 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) Additional Pick up charge | \$17.14 |
| (8) Administrative charge
service | \$27.50 for change in sanitation |

- (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, 2025:

Commercial/multi-family (uncompacted containers):

Pick Ups Per Week	1 Yard	2 Yard	4 Yard
1	\$90.11	\$125.05	\$190.93
2	\$114.55	\$148.15	\$221.47
3	\$148.78	\$187.41	\$288.67
4	\$187.73	\$235.21	\$368.10
5	\$226.67	\$283.18	\$403.69
6	\$265.62	\$331.12	\$469.59

Commercial/multi-family (compacted containers):

Pick Ups Per Week	3 Yard	4 Yard	5 Yard	6 Yard
1	\$174.12	\$221.47	\$267.29	\$313.10
2	\$349.77	\$442.95	\$534.58	\$627.76
3	\$525.43	\$664.40	\$801.87	\$940.86
4	\$699.53	\$885.87	\$1,070.69	\$1,255.50
5	\$875.19	\$1,105.82	\$1,337.97	\$1,568.62
6	\$1,050.83	\$1,327.29	\$1,605.26	\$1,883.26

“Sec. 23-26 Established:

(c) 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 January 1, 2026

- (9) Single-family residences \$18.85 per month
- (10) For each additional polycart service \$18.85 per month
- (11) Multiple-family dwelling units \$18.85 per month per polycart
- (12) Trailer park and mobile home park \$18.85 per month per polycart

(13) Commercial loose pick up Minimum monthly charge is \$43.38.
Additional charges to be determined by time required to pick up and volume of refuse

(14) Commercial polycart Monthly charge is \$18.85 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.

(15) Additional Pick up charge \$18.85

(16) Administrative charge \$30.25 for change in sanitation
service

(d) 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, 2026:

Commercial/multi-family (uncompacted containers):

Pick Ups Per Week	1 Yard	2 Yard	4 Yard
1	\$99.12	\$137.55	\$210.02
2	\$126.01	\$162.96	\$243.62
3	\$163.66	\$206.15	\$317.54
4	\$206.50	\$258.73	\$404.91
5	\$249.33	\$311.50	\$444.06
6	\$292.18	\$364.23	\$516.55

Commercial/multi-family (compacted containers):

Pick Ups Per Week	3 Yard	4 Yard	5 Yard	6 Yard
1	\$191.53	\$243.62	\$294.02	\$344.41
2	\$384.74	\$487.24	\$588.04	\$690.53
3	\$577.97	\$730.84	\$882.05	\$1,034.95
4	\$769.49	\$974.46	\$1,177.75	\$1,381.05
5	\$962.71	\$1,216.40	\$1,471.77	\$1,725.48
6	\$1,155.91	\$1,460.02	\$1,765.79	\$2,071.58

€ The fees designated herein shall be subject to review by the governing body and may be changed by ordinance. ((1962 Code, § 18-105; Ord. 415 § 1, 9-17-1969; Ord. 938, § 2, 2-7-1979; Ord. 1057, § 19-16-1981; Ord. 1109, § 1, 9-1-1982; Ord. 83-30, § 1, 8-17-1983; Ord. 84-42, § 1, 9-19-1984; Ord. 85-37, § 1, 10-2-1985; Ord. 91-1, § 1, 1-2-1991; Ord. 94-21, § 1, 4-6-1994; Ord. 98-2, § 1, 1-7-1998; Ord 01-29 §1, 7-18-2001; Ord. 03-02, § 1, 1-15-2003; Ord. 06-03, § 5, 2-1-2006; Ord. 09-30, § 1, 10-21-2009; Ord 18-42 §1, 11-7-2018; Ord 24-39, § 1, 12-4-2024)

Section 2. Section 28-144 of the Code of the City of Emporia, Kansas, as amended, shall be incorporated into the Code of the City of Emporia; and shall take effect on January 1, 2025.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

ORDINANCE NO. 24-37

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO WATER RATES; AMENDING SECTION 28-41, 28-42, and 28-43 OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

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

Section 1. That Section 28-41 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-41 Schedule of Charges Inside City Limits:

(a) Consumers inside city limits shall pay the following water rates for water furnished by the city:

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective January 1, 2025 Inside City	Effective January 1, 2026 Inside City
5/8	\$11.69	\$8.69
3/4	\$13.02	\$13.02
1	\$14.56	\$14.56
1 1/2	\$24.08	\$24.08
2	\$30.17	\$30.17
3	\$51.24	\$102.48
4	\$88.85	\$177.69
6	\$162.66	\$325.31
8	\$284.94	\$569.89
10	\$401.39	\$802.78
12	\$500.30	\$1,000.60

Such monthly service charge shall be in addition to the charge made for water usage as described in subsection (a) (2) of this section:

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Inside City Effective January 1, 2025	Charge Per 1,000 Gallons Inside City Effective January 1, 2026
First 10,000	\$4.94	First 2,000 \$6.00
Next 190,000	\$4.16	Next 8,000 \$4.94
Next 6,800,000	\$2.85	Next 190,000 \$4.16
Over 7,000,000	\$2.64	Next 6,800,000 \$2.85

Section 2. That Section 28-42 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-42 Schedule of Charges Outside City Limits:

(a) Consumers outside city limits shall pay the following water rates for water furnished by the city:

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective January 1, 2025 Outside City	Effective January 1, 2026 Outside City
5/8	\$23.38	\$23.38
3/4	\$26.04	\$26.04
1	\$29.13	\$29.13
1 1/2	\$48.15	\$48.15
2	\$60.35	\$60.35
3	\$102.48	\$204.95
4	\$177.69	\$355.38
6	\$325.33	\$650.65
8	\$569.90	\$1,139.80
10	\$802.78	\$1,605.56
12	\$1,000.60	\$2,001.20

Such monthly service charge shall be in addition to the charge made for water usage as described in subsection (a) (2) of this section:

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Outside City Effective January 1, 2025	Charge Per 1,000 Gallons Outside City Effective January 1, 2026
First 10,000	\$9.89	First 2,000 \$12.00
Next 190,000	\$8.31	Next 8,000 \$9.89
Next 6,800,000	\$5.69	Next 190,000 \$8.31
Over 7,000,000	\$5.29	Next 6,800,000 \$5.69

Section 3. That Section 28-43 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-43. Rural Water District Rates:

Effective January 1, 2025, rural water district consumers shall pay four dollars ninety-four cents (\$4.94) per one thousand (1,000) gallons.

Effective January 1, 2026, rural water district consumers shall pay six dollars (\$6.00) per one thousand (1,000) gallons.

Section 4. The provisions of this ordinance shall take effect on January 1, 2025 after publication in the official City newspaper.

Section 5. Section 28-41, as amended; Section 28-42, as amended; and Section 28-43, as amended, shall be incorporated into the Code of Ordinances of the City of Emporia.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

ORDINANCE NO. 24-38

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO WASTEWATER RATES; AMENDING SECTION 28-144 SCHEDULE OF CHARGES.

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

Section 1. Section 28-144 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-144 Schedule of Charges Inside City Limits:

The following schedule of charges, which includes a portion designated as the user charges, will be implemented. The user charge portion is to be for the payment of costs of operation and maintenance (including replacement) of the wastewater collection and treatment system.

- (1) *Monthly Service Charge:* A monthly service charge for all metered users is established as follows:

Meter Size (Inches)	Effective January 1, 2025	Effective January 1, 2026
	Inside City	Inside City
5/8	25.14	27.65
3/4	25.73	28.30
1	26.07	28.68
1 ½	27.08	29.79
2	35.26	38.78
3	52.55	57.80
4	75.30	85.82
6	134.56	148.02
8	212.63	233.89
10	315.56	347.11
12	440.56	484.62

Exception: Those single-family residences with meters larger than five-eighths inch (5/8”) will be charged at the five-eighths inch (5/8”) rate.

- (2) *Residential Metered Quantity Charge:* Additional quantity charges for the residential classification, as defined in section 28-142 of this division, shall be based upon the average monthly billable water usage during the months of January thru March, at the following rates:

Effective January 1, 2025	Effective January 1, 2026
Inside City	Inside City
\$4.88 per 1,000 gallons	\$5.37 per 1,000 gallons

All residential users for which an average cannot be established from usage for January thru March shall be billed on the basis of eighty-five percent (85%) of their monthly usage of water until such average can be established.

- (3) *Metered Quantity Charge For All Classifications Except Residential:* Additional quantity charges for all classifications except residential shall be based upon one hundred percent (100%) of metered water usage, except as provided for in section 28-150 of this division, at the following rates:

Effective January 1, 2025	Effective January 1, 2026
Inside City	Inside City
\$4.88 per 1,000 gallons	\$5.37 per 1,000 gallons

“Sec. 28-144 Schedule of Charges Outside City Limits:

The following schedule of charges, which includes a portion designated as the user charges, will be implemented. The user charge portion is to be for the payment of costs of operation and maintenance (including replacement) of the wastewater collection and treatment system.

- (4) *Monthly Service Charge:* A monthly service charge for all metered users is established as follows:

Meter Size (Inches)	Effective January 1, 2025	Effective January 1, 2026
	Outside City	Outside City
5/8	50.27	55.30
3/4	51.45	56.59
1	52.14	57.35
1 ½	54.16	59.58
2	70.51	77.56
3	105.12	115.63
4	150.58	165.64
6	269.15	296.06
8	425.27	467.80
10	631.09	694.20
12	934.02	1,027.42

Exception: Those single-family residences with meters larger than five-eighths inch (5/8”) will be charged at the five-eighths inch (5/8”) rate.

- (5) *Residential Metered Quantity Charge:* Additional quantity charges for the residential classification, as defined in section 28-142 of this division, shall be based upon the

average monthly billable water usage during the months of January thru March, at the following rates:

Effective January 1, 2025	Effective January 1, 2026
Outside City	Outside City
\$9.77 per 1,000 gallons	\$10.74 per 1,000 gallons

- (6) *Metered Quantity Charge For All Classifications Except Residential:* Additional quantity charges for all classifications except residential shall be based upon one hundred percent (100%) of metered water usage, except as provided for in section 28-150 of this division, at the following rates:

Effective January 1, 2025	Effective January 1, 2026
Outside City	Outside City
\$9.77 per 1,000 gallons	\$10.74 per 1,000 gallons

Section 2. Section 28-144, as amended, shall be incorporated into the Code of Ordinances of the City of Emporia.

Section 3. The provisions of this ordinance shall take effect on January 1, 2025 after publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

ORDINANCE NO. 24-40

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO SOLID WASTE RATES; AMENDING SECTION 23-74 SCHEDULE OF CHARGES; AND REPEALING SAID SECTION AS IT PREVIOUSLY EXISTED.

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

Section 1. Section 23-74 of the Code of the City of Emporia, Kansas, is hereby amended as follows:

“Sec. 23-74 Schedule of Charges:

Effective January 1, 2025

The following schedule of charges:

(1) Mixed loads:

Minimum (up to 400 pounds)	\$10.00
After the first 400 pounds (per 10 pounds)	\$.267
Per Ton	\$53.30

(2) Construction Demolition:

Minimum (up to 700 pounds)	\$10.00
After 700 pounds (per 10 pounds)	\$.145
Per Ton	\$28.96

(3) Box Pick up:

Trees and brush, per ton	\$50.41
CD Waste, per ton	\$69.60
Trash, per ton	\$105.61

Roll-off unit rental charge:

10 and 20 cubic yard container, Per week	\$96.00
30 and 40 cubic yard container, per week	\$128.01

(4) Administrative charge for change in sanitation service \$27.50

(5) White goods that contain refrigerant or other chemicals that require removal,
minimum charge per item \$33.61

(6) Special wastes, minimum per ton, plus associated administrative

and handling costs \$84.22

(7) Tires

- a. 20 inches or smaller, each \$3.70
- b. 21 inches to 24.5 inches, each \$7.22
- c. Larger than 24.5 inches Accepted only if split
- d. Tires already processed (split along circumference) will be accepted at \$27.50 per ton rate (\$10.00 minimum).

(8) Out of county, accepted only upon written approval of Solid Waste Manager and at a minimum rate of \$78.21 per ton mixed loads and \$43.45 per ton construction and demolition waste.

(a) 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 assess the special waste fee of seventy-five dollars and thirty-two cents (\$75.32) per ton plus associated administrative handling costs.

(b) 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-nine dollars and ninety-six cents (\$49.96) per ton is hereby established to recover the cost to the City for the disposal of this waste.

(c) 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. Fess to unsecured loads shall be a minimum of fourteen dollars and thirty cents (\$14.30) or double the amount of charges per subsection (a) of this section, whichever is greater.

(9) Brush for Commercial Tree Services \$11.00 per ton

Effective January 1, 2026

The following schedule of charges:

(10) Mixed loads:

Minimum (up to 320 pounds)	\$10.00
After the first 320 pounds (per 10 pounds)	\$.320
Per Ton	\$63.96

(11) Construction Demolition:

Minimum (up to 580 pounds)	\$10.00
After 580 pounds (per 10 pounds)	\$.174

	Per Ton	\$34.75
(12) Box Pick up:		
	Trees and brush, per ton	\$60.49
	CD Waste, per ton	\$83.52
	Trash, per ton	\$126.73
Roll-off unit rental charge:		
	10 and 20 cubic yard container, Per week	\$110.40
	30 and 40 cubic yard container, per week	\$147.21
(13) Administrative charge for change in sanitation service		\$30.25
(14) White goods that contain refrigerant or other chemicals that require removal, minimum charge per item		\$40.33
(15) Special wastes, minimum per ton, plus associated administrative and handling costs		\$101.06
(16) Tires		
a. 20 inches or smaller, each		\$4.44
b. 21 inches to 24.5 inches, each		\$8.66
c. Larger than 24.5 inches	Accepted only if split	
d. Tires already processed (split along circumference) will be accepted at \$33.00 per ton rate (\$10.00 minimum).		
(17) Out of county, accepted only upon written approval of Solid Waste Manager and at a minimum rate of \$93.85 per ton mixed loads and \$52.14 per ton construction and demolition waste.		

(a) 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 assess the special waste fee of ninety dollars and thirty-eight cents (\$90.38) per ton plus associated administrative handling costs.

(b) 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 fifty-nine dollars and ninety-five cents (\$59.95) per ton is hereby established to recover the cost to the City for the disposal of this waste.

(c) 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. Fess to unsecured loads shall be a minimum of seventeen dollars and sixteen cents (\$17.16) or double the amount of charges per subsection (a) of this section, whichever is greater.

(18) Brush for Commercial Tree Services \$13.20 per ton

€ The fees designated herein shall be subject to review by the governing body and may be changed by ordinance. ((1962 Code, § 18-205; Ord. 1110, § 1, 9-1-1982; Ord. 91-1, § 3-12-1991; Ord. 91-10, § 1, 4-17-1991; Ord. 94-21, § 3, 4-6-1994; Ord. 96-22, § 1, 7-17-1996; Ord. 98-3, § 1, 2-4-1998; Ord. 00-28, § 1, 5-17-2000; Ord. 01-06, § 1, 3-7-2001; Ord. 01-34, § 1, 9-5-2001; Ord. 03-07, § 3, 2-26-2003; Ord 04-15 §1, 6-2-2004; Ord. 05-15, § 1, 4-20-2005; Ord. 06-03, § 6, 2-1-2006; Ord. 09-30, § 2, 3, 10-21-2009; Ord 17-49 §1, 12-20-2017; Ord 18-41,§ 1, 11-7-2018; Ord 24-40 §1, 12-4-2024)

Section 2. Section 28-144 of the Code of the City of Emporia, Kansas, as amended, shall be incorporated into the Code of the City of Emporia; and shall take effect on January 1, 2025.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Tax Rebate Agreement with Camso Manufacturing USA, Ltd.

Title: Tax Rebate Agreement with Camso Manufacturing USA, Ltd.

Agenda Date: December 4, 2024

Presented By: Tayler Wash, Assistant City Manager

Background:

On August 20, 2015, the City of Emporia issued Taxable Industrial Revenue Bonds for the development of a manufacturing facility located at 841 Overlander Street, Emporia, Kansas. The project received a 10-year, 100% property tax abatement from the City, which is set to expire on December 31, 2024. Camso Manufacturing USA, Ltd. is under contract to purchase the project from Overlander Street, LLC, and as part of this transaction, the Tax Abatement will be terminated. The City and Lyon County are now considering entering into a Tax Rebate Agreement with Camso Manufacturing USA Ltd. to rebate a portion of the ad valorem property taxes for 2024 and 2025.

Discussion:

The proposed agreement outlines a rebate structure where both the City and Lyon County will rebate to Camso Manufacturing USA, Ltd. the ad valorem real property taxes assessed on the project for the years 2024 and 2025. Each entity will pay the rebate within 30 days following receipt of taxes. The agreement will terminate once the entire rebate has been paid. The Developer is restricted from transferring the right to receive the rebate without prior written consent from both the City and County. The agreement ensures that both parties are in compliance with relevant legal and financial obligations.

Financial Considerations:

The City and County will each rebate the ad valorem taxes paid for the 2024 and 2025 calendar years, subject to the terms of the agreement. The rebate will be paid within 30 days following receipt of the taxes. There are no additional financial obligations beyond the rebate payments specified in the agreement.

Recommended Action:

Authorize the Mayor to execute the Tax Rebate Agreement with Lyon County and Camso Manufacturing USA, Ltd.

Attachments:

Camso Tax Rebate Agreement

TAX REBATE AGREEMENT

THIS TAX REBATE AGREEMENT (this “Agreement”), is made and entered into as of _____, 2024 (the “Effective Date”), by and between **LYON COUNTY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“County”), the **CITY OF EMPORIA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“City”), and **CAMSO MANUFACTURING USA, LTD**, a Delaware corporation (the “Developer”).

RECITALS

WHEREAS, County is a municipal corporation duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this Agreement by and through its governing body;

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this Agreement by and through its governing body, pursuant to K.S.A. 12-101 and Article 12, Section 5 of the Kansas Constitution;

WHEREAS, on August 20, 2015, City issued its Taxable Industrial Revenue Bonds designated “City of Emporia, Kansas, Taxable Industrial, Series A, 2015 (Overlander Street, LLC) in the aggregate principal amount of not to exceed \$2,550,000, and its Subordinated Taxable Industrial Revenue Bonds, Series B, 2015 (Overlander Street, LLC) in the aggregate principal amount of \$643,000 (collectively, the “Bonds”) for the purpose of (i) paying the costs of purchasing, acquiring, constructing, furnishing and equipping an 80,000 square foot building to contain manufacturing, warehouse space, offices and related uses for a project located at 841 Overlander Street, Emporia, Kansas 66801 and legally described on Exhibit A attached hereto and made a part hereof (including any other improvements made thereon or thereto, collectively referred to as the “Project”);

WHEREAS, on August 20, 2015, City, as fee title owner of the Project, entered into a Lease Agreement (the “Lease”) with Overlander Street, LLC, a Kansas limited liability company (“Overlander”);

WHEREAS, in connection with the issuance of the Bonds and the execution of the Lease, the Project was granted a 10-year, 100% property tax abatement for calendar years 2016 through 2025 (the “Tax Abatement”); and

WHEREAS, Developer is under contract to purchase the Project from Overlander (the “Real Estate Contract”); and

WHEREAS, prior to the closing and consummation of the Real Estate Contract, Overlander has agreed to acquire a fee title ownership interest in and to the Project from the City, to cause the Bonds to be redeemed in full, the Lease to be terminated, and to cause the Tax

Abatement to expire as of December 31, 2024 (the “Early Termination”); provided, however, that Developer’s obligation to close and consummate the Real Estate Contract is subject to the condition precedent that the City and the County agree to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Legal Representation. This Agreement was negotiated by the parties hereto with the benefit of legal representation, and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to the construction or interpretation of this Agreement.

2. Rebate of 2025 Ad Valorem Property Taxes. Subject to the terms of this Agreement, the County and the City each agree to rebate to Developer all ad valorem real property taxes (“Taxes”) assessed against the Project by and paid to such party, with respect to calendar years 2024 (if any) and 2025 (collectively, the “Rebate”). The City shall pay the Rebate to Developer within thirty (30) days following receipt of any Taxes received by the City. The County shall pay the Rebate to Developer within thirty (30) days following receipt of any Taxes received by the County. Nothing in this Agreement shall require either the City or the County to rebate any ad valorem real property taxes assessed by any other taxing authority, or with respect to any other calendar year.

3. Term. This Agreement shall terminate as of the date that the entire Rebate described in paragraph 2, above has been paid to Developer.

4. Default. An event of default under this Agreement shall occur if: (i) any party defaults in the performance of any obligation or breach of any covenant or agreement in this Agreement for a period of 30 days after a non-defaulting party has delivered to the defaulting party a written notice specifying such default or breach and requiring it to be remedied.

5. No Transfer of Rebate. The Developer shall not transfer the right to receive the Rebate to any person or entity without the prior written consent of the County and the City, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledges that the successful performance of this Agreement requires its continued cooperation.

7. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties.

8. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary,

the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

9. Governing Law, Venue, Fees and Expenses. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Lyon County, Kansas or the U.S. District Court in Topeka, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of laws principles.

10. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the County:

Lyon County Clerk
430 Commercial St
Emporia, KS 66801

With a copy to:

Lyon County Counselor
430 Commercial St
Emporia, KS 66801

To the Developer:

CAMSO Manufacturing USA, LTD.11
1 Martina Cir.
Plattsburg, NY 12901
Attn: Jason Davis
Email: Jason.davis1@michelin.com

With Copy to:

Camso Inc.
Attn: Marie-Pier Parent
2633 MacPherson Magog (Québec) J1X 0E6
Canada
Legal.Notices@Michelin.com

Michelin North America, Inc.
One Parkway South
Greenville, SC 29615
Attn: Real Estate

jeff.harrell@michelin.com

To the City:

City of Emporia, Kansas
Attn: City Manager
P.O. Box 988
Emporia, KS 66801
With copy to:

City Attorney
City of Emporia, Kansas
P.O. Box 988
Emporia, KS 66801

11. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. Recordation of Agreement. At the request of either party, the parties shall execute and deliver a memorandum of this Agreement in mutually acceptable form for recording in the real property records of the County.

14. Cash Basis and Budget Laws. The right of the County and the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State. This Agreement shall be construed and interpreted in such a manner as to ensure the County and the City shall at all times remain in conformity with such laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County, the City and the Developer have duly executed this Rebate Agreement pursuant to all requisite authorizations as of the date first above written.

LYON COUNTY, KANSAS
a Kansas municipal corporation

By: _____
Rollie Martin - Chairman

ATTEST:

Tammy Vopat - County Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF FRANKLIN)

On this _____, 2024, before me, a Notary Public in and for said County and State, came Rollie Martin, Chairman of the Board of County Commissioners of Lyon County, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Tammy Vopat, County Clerk of said County, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said County, and such persons duly acknowledged the execution of the same to be the act and deed of said County.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public in and for said County and State

My Commission Expires: _____

CITY OF EMPORIA, KANSAS
a Kansas municipal corporation

By: _____
Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF FRANKLIN)

On this December __, 2024, before me, a Notary Public in and for said County and State, came Erren Harter and Kerry Sull, Mayor and City Clerk, respectively of the City of Emporia, Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public in and for said County and State

My Commission Expires: _____

CAMSO MANUFACTURING USA, LTD
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of CAMSO MANUFACTURING USA, LTD, a Nebraska limited liability company, and that said instrument was signed on behalf of said company and acknowledged said instrument to be the free act and deed of said company.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public in and for said County and State

My Commission Expires: _____



Commission Action Report

Resolution No. 3748 Approving the Sale of a Certain Project Financed
with Revenue Bonds of the City of Emporia

Title: Resolution No. 3748 Approving the Sale of a Certain Project Financed
with Revenue Bonds of the City of Emporia

Agenda Date: December 4, 2024

Presented By: Tayler Wash, Assistant City Manager

Background:

The City of Emporia previously issued its Taxable Industrial Revenue Bonds, Series A, 2015 (Overlander Street, LLC) for the purpose of financing the development of a commercial project. The Tenant, Overlander Street, LLC, has exercised its option to purchase the project and has requested that the City redeem the Bonds and complete the necessary documentation for the transfer of ownership. The resolution authorizes the sale of the project, the early redemption of the Bonds, and the execution of various documents, including a Special Warranty Deed, Bill of Sale, Termination and Release of Lease, and a Satisfaction, Discharge, and Release of Indenture.

Discussion:

1. Sale of the Project: The City will convey the project to the Tenant once the necessary funds are deposited with the Trustee to defease the Bonds and the \$1,000 payment required by the Lease is received.
2. Redemption of the Bonds: The governing body consents to the early redemption of the Bonds, in accordance with instructions from the Tenant.
3. Execution of Documents: The Mayor is authorized to execute the Special Warranty Deed, Bill of Sale, Termination and Release of Lease, and Satisfaction, Release, and Discharge of Indenture.
4. Further Actions: The City's officers, agents, and employees are directed to take additional necessary actions to complete the transaction and comply with the terms outlined in the resolution.

Financial Considerations:

The necessary funds to defease and redeem the Bonds must be deposited with the Trustee prior to the execution of the sale documents. The City has received \$1,000 as part of the purchase agreement, in accordance with the terms of the Lease.

Recommended Action:

Approve Resolution No. 3748 as presented, authorizing the Mayor to execute the necessary documents to complete the sale and redemption process.

Attachments:

- Resolution No. 3748 Authorizing the Sale of A Certain Project Financed with Revenue Bonds of the City of Emporia.
- Related Documents (Special Warranty Deed, Bill of Sale, Termination and Release of Lease, Satisfaction, Release, and Discharge of Indenture)

RESOLUTION NO. 3748

OF THE

GOVERNING BODY OF

CITY OF EMPORIA, KANSAS

RELATING TO:

\$2,550,000.00

CITY OF EMPORIA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES A, 2015
(OVERLANDER STREET, LLC)

AND

\$643,000.00

CITY OF EMPORIA, KANSAS
SUBORDINATED TAXABLE INDUSTRIAL REVENUE BONDS
SERIES B, 2015
(OVERLANDER STREET, LLC)

RESOLUTION NO. 3748

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY AUTHORIZING THE EXECUTION AND DELIVERY OF (I) A SPECIAL WARRANTY DEED, (II) A BILL OF SALE, (III) A TERMINATION AND RELEASE OF LEASE, AND (IV) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Emporia, Kansas (the “Issuer”) is a municipal corporation organized under the laws of the State of Kansas; and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial, hospital and recreational purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series A, 2015 (Overlander Street, LLC) in the original aggregate principal amount of \$2,550,000.00, a portion of which remains Outstanding and its Subordinated Taxable Industrial Revenue Bonds, Series B, 2015 (Overlander Street, LLC) in the original aggregate principal amount of \$643,000.00, of which \$643,000 remains Outstanding (collectively, the “Bonds”), for the purpose of (i) purchasing, acquiring, constructing, furnishing and equipping a 80,000 square foot building to contain manufacturing, warehouse and office space and related uses in Emporia, Kansas (the “Project”), and (ii) paying certain costs of issuance in connection with the Bonds; and

WHEREAS, the Project is leased by the Issuer to Overlander Street, LLC, a Kansas limited liability company, as Tenant (the “Tenant”), pursuant to a certain Lease Agreement, dated as of August 20, 2015, as amended and supplemented by a First Supplemental Lease dated as of November 20, 2021 (collectively, the “Lease”); and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of August 20, 2015 (the “Indenture”), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, the payment of the principal of and interest on the Bonds is guaranteed by the Tenant pursuant to the terms of a certain Guaranty Agreement, dated as of August 20, 2015; and

WHEREAS, payment of the principal of and interest on the Bonds was unconditionally guaranteed by F. Sophia Mallon, Justin Mallon, and Dr. Marc Bergeron (collectively, the “Individual Guarantors”) pursuant to the terms of an Amended and Restated Individual Guaranty Agreement, dated as of August 20, 2015, amended and restated on November 20, 2021 (the “Individual Guaranty Agreement”); and

WHEREAS, Section 15.1 of the Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 15.2) to the Issuer of \$1,000.00, plus to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds; and

WHEREAS, the Tenant has provided notice of its election to purchase the Project on or about December 11, 2024 (the "Closing Date") and has simultaneously requested the Issuer to redeem the Bonds on or about the Closing Date; and

WHEREAS, the Issuer finds it necessary to consent to the early redemption of the Bonds and authorize the execution and delivery of (1) a Special Warranty Deed, (2) Bill of Sale, (3) Termination and Release of Lease, and (4) Satisfaction, Release and Discharge of Indenture in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Lease and Indenture (as defined above).

Section 2. Sale of the Project. The Issuer is authorized to convey the Project to the Tenant upon (1) sufficient moneys having been deposited with the Trustee so as to completely defease and pay the Bonds in accordance with the terms of the Indenture and the Direct Pay Agreement, the sufficiency of which amount is to be acknowledged by the Trustee in writing and (2) receipt by the Issuer of the \$1,000.00 to which it is entitled pursuant to Section 15.2 of the Lease. The Issuer acknowledges proper notice of the Tenant's exercise of its option to purchase the Project or otherwise waives any additional notice requirements under the Lease.

Section 3. Authorization and Consent to Redemption. The governing body of the Issuer declares its desire and consent to the early redemption of the Bonds on the Closing Date, or as soon thereafter as practicable, in accordance with the instructions from the Tenant (which shall also be deemed the Issuer's instructions to the Trustee). Issuer acknowledges proper notice of the Tenant's instructions to redeem the Bonds or otherwise waives any additional notice requirements under the Indenture.

Section 4. Authorization of Special Warranty Deed. The Issuer is authorized to execute and deliver its Special Warranty Deed (the "Special Warranty Deed") for the real property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 5. Authorization of Bill of Sale. The Issuer is authorized to execute and deliver its Bill of Sale (the "Bill of Sale") for the personal property portions of the Project to the Tenant, upon

satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 6. Authorization of Termination and Release of Lease. The Issuer is authorized to execute and deliver a Termination and Release of Lease (the “Lease Termination”) by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Lease Termination before the governing body on this date.

Section 7. Authorization of Satisfaction, Release and Discharge of Indenture. The Issuer is authorized to execute and deliver a Satisfaction, Release and Discharge of Indenture (the “Indenture Release”) by and between the Issuer and the Trustee, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Indenture Release before the governing body on this date.

Section 8. Execution of Documents. The Mayor or Acting Mayor of the Issuer is authorized and directed to execute the Special Warranty Deed, Bill of Sale, Lease Termination, and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Acting Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the Issuer are authorized and directed to attest the execution of the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 9. Delivery of Documents. The Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Lease and in Section 2 of this Resolution. Prior escrow delivery of the aforesaid documents may be made to Bond Counsel.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to (i) carry out and comply with the provisions of this Resolution, (ii) carry out, comply with and perform the duties of the Issuer with respect to the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release (iii) cause the release and discharge of the Guaranty Agreements by the parties thereto, and (iv) to cause the early redemption, satisfaction and discharge of the Bonds, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas this
4th day of December 2024.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Erren Harter, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met in regular session, at the normal meeting place in the City on December 4, 2024 at 11:00 a.m., with Mayor Erren Harter presiding, and the following members of the governing body present:

and the following members absent:

A Resolution was presented to the governing body entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY AUTHORIZING THE EXECUTION AND DELIVERY OF (I) A SPECIAL WARRANTY DEED, (II) A BILL OF SALE, (III) A TERMINATION AND RELEASE OF LEASE, AND (IV) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

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

The Resolution was assigned No. ____

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings
at the December 4, 2024 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

TRIPLETT WOOLF GARRETSON, LLC
First Draft Dated 11/12/24

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 11th day of December 2024, by and between the City of Emporia, Kansas is a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Lyon County, Kansas (the “Grantor”), and Overlander Street, LLC, a Kansas limited liability company (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Lyon County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; and (vi) the rights, titles and interests 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 described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Emporia, Kansas for delivery as of the date set forth above.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Erren Harter, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

BE IT REMEMBERED that on this _____ day of December, 2024, before me, a notary public in and for said County and State, came Erren Harter and Kerry Sull, Mayor and City Clerk, respectively, of the City of Emporia, Kansas, a Kansas municipal corporation (the “City”), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SCHEDULE I

The following described real estate located in the City of Emporia, Lyon County, Kansas
to wit:

A tract in the East Half of the Southwest Quarter of Section 7, Township 19 South,
Range 11 East of the 6th P.M., Lyon County, Kansas being more particiulary
described as follows:

Commencing at the Southeast corner of the SW1/4 of said Section 7; Thence
N00°41'59"E on the East line of said SW1/4 for a distance of 660.00 feet to the
true point of beginning; Thence continuing N00°41'59"E on said East line for a
distance of 640.46 feet to a point 1339.90 feet South of the Northeast corner of said
SW1/4; Thence S89°41'27"W for a distance of 1237.63 feet to the West line of the
E1/2SW1/4; Thence S01°02'56"W on said West line for a distance of 649.22 feet;
Thence N89°17'26"E parallel with the South line of said SW1/4 for a distance of
1241.78 feet to the true point of beginning. Containing 18.35 Acres and subject to
road right of way on the East side thereof.

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE dated the 11th day of December, 2024, is by and between the City of Emporia, Kansas, a municipal corporation of the State of Kansas (hereinafter referred to as the “Issuer”); and Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously issued its Taxable Industrial Revenue Bonds, Series A, 2015 (Overlander Street, LLC) and Subordinated Taxable Industrial Revenue Bonds, Series B, 2015 (Overlander Street, LLC) (collectively, the “Bonds”); and

WHEREAS, the Bonds were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of a Trust Indenture, dated as of August 20, 2015, as amended and supplemented by a First Supplemental Indenture, dated as of November 20, 2021 (collectively, the “Indenture”), by and between the Issuer and the Trustee; and

WHEREAS, provision has been made for payment in full of the outstanding Bonds by deposit with the Trustee, irrevocably in trust, of sufficient monies and government securities to pay the principal of, interest, and applicable redemption premium, on all the outstanding Bonds through December 11, 2024, or by surrender of the Bonds for cancellation in lieu of payment; and

WHEREAS, in accordance with the Indenture, instructions have been given to the Trustee to give notice and redeem the outstanding Bonds on December 11, 2024; and

WHEREAS, in accordance with the terms of the Lease, the Tenant has exercised its option to purchase the Project; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the lien of the Indenture upon the Trust Estate (excepting its lien upon such monies as are deposited with Trustee for the purposes of paying the principal of, interest, and applicable redemption premium, on all the outstanding Bonds).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree that the special obligations of the Issuer under the terms of the Indenture are hereby deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee (except to the extent the same govern or otherwise provide terms and provisions for the timely redemption, satisfaction

and payment of the outstanding Bonds and except to the extent the same survive termination in accordance with the terms of the Indenture) are hereby terminated and of no further force or effect.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Emporia, Kansas for delivery as of the date set forth above.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Erren Harter, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

BE IT REMEMBERED that on this _____ day of December, 2024, before me, a notary public in and for said County and State, came Erren Harter and Kerry Sull, Mayor and City Clerk, respectively, of the City of Emporia, Kansas, a Kansas municipal corporation (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

[seal]

By _____
Shawn T. Hoebener, Vice President

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this _____ day of December, 2024, before me, the undersigned, a notary public in and for said County and State, came Shawn T. Hoebener, a duly authorized Vice President of Security Bank of Kansas City, Kansas City, Kansas (the “Bank”), a state banking corporation duly organized under the laws of the State of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

TRIPLETT WOOLF GARRETSON, LLC
First Draft Dated 11/12/24

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the 11th day of December, 2024, is by and between the City of Emporia, Kansas, a municipal corporation of the State of Kansas (hereinafter referred to as the “Issuer”); Overlander Street, LLC, a Kansas limited liability company (the “Tenant”); and Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, as Trustee (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously leased to the Tenant certain real property, together with improvements located thereon, pursuant to a Lease Agreement, dated as of August 20, 2015, as amended and supplemented by a First Supplemental Lease dated as of November 20, 2021 (collectively, the “Lease”), by and between the Issuer and the Tenant, notice of which Lease is duly recorded with the Register of Deeds of Lyon County, Kansas on August 20, 2015 at 2015-02826 and a Notice of First Supplemental Lease which was duly recorded on November 23, 2021 at 2021-04821; and

WHEREAS, the Issuer assigned certain rights in connection with the Lease to the Trustee pursuant to an Assignment of Lease which was duly recorded with the Register of Deeds of Lyon County, Kansas on August 20, 2015 at 2015-02827 and an Assignment of First Supplemental Lease which was duly recorded on November 23, 2021 at 2021-04822; and

WHEREAS, the property interests covered by the Lease consist of the property more specifically described in Schedule I attached hereto and incorporated here by this reference; and

WHEREAS, the Issuer previously had Outstanding its Taxable Industrial Revenue Bonds, Series A, 2015 (Overlander Street, LLC) and Subordinated Taxable Industrial Revenue Bonds, Series B, 2015 (Overlander Street, LLC) (collectively, the “Bonds”); and

WHEREAS, provision has been made for payment in full of the outstanding Bonds by deposit with the Trustee, irrevocably in trust, of sufficient monies and government securities to pay the principal of, interest, and applicable redemption premium, on the Bonds through December 11, 2024, or by surrender of the Bonds for cancellation in lieu of payment; and

WHEREAS, in accordance with the Trust Indenture, dated as of August 20, 2015, as supplemented and amended by a First Supplemental Indenture dated as of November 20, 2015, each by and between the Issuer and the Trustee, authorizing and securing the outstanding Bonds, instructions have been given to the Trustee to give notice and redeem the outstanding Bonds on December 11, 2024; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Emporia, Kansas for delivery as of the date set forth above.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Erren Harter, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

BE IT REMEMBERED that on this _____ day of December, 2024, before me, a notary public in and for said County and State, came Erren Harter and Kerry Sull, Mayor and City Clerk, respectively, of the City of Emporia, Kansas, a Kansas municipal corporation (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

OVERLANDER STREET, LLC,
a Kansas limited liability company

By _____
Justin Mallon
Managing Member

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF LYON) ss:

BE IT REMEMBERED that on this _____ day of December, 2024, before me, a notary public in and for said County and State, came Justin Mallon, Managing Member of Overlander Street, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Notary Public

My Appointment Expires:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

[seal]

By _____
Shawn T. Hoebener, Vice President

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this _____ day of December, 2024, before me, the undersigned, a notary public in and for said County and State, came Shawn T. Hoebener, a duly authorized Vice President of Security Bank of Kansas City, Kansas City, Kansas (the “Bank”), a state banking corporation duly organized under the laws of the State of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in the City of Emporia, Lyon County, Kansas to wit:

A tract in the East Half of the Southwest Quarter 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 Southeast corner of the SW1/4 of said Section 7; Thence N00°41'59"E on the East line of said SW1/4 for a distance of 660.00 feet to the true point of beginning; Thence continuing N00°41'59"E on said East line for a distance of 640.46 feet to a point 1339.90 feet South of the Northeast corner of said SW1/4; Thence S89°41'27"W for a distance of 1237.63 feet to the West line of the E1/2SW1/4; Thence S01°02'56"W on said West line for a distance of 649.22 feet; Thence N89°17'26"E parallel with the South line of said SW1/4 for a distance of 1241.78 feet to the true point of beginning. Containing 18.35 Acres and subject to road right of way on the East side thereof.

subject to the below described Permitted Encumbrances, said real property constituting the "Land" as referred to in the Lease.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Land and financed or refinanced with proceeds of the Bonds, including but not limited to the following:

An approximately 80,000 square foot building, consisting of a 282' wide x 284' long x 25' sidewall Butler Landmark MRF building, containing warehouse, manufacturing, office and related space, including parking, landscaping, and all other improvements ancillary thereto.

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 10.3 and 10.4 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

PERMITTED ENCUMBRANCES

1. Mortgage from Overlander Street, LLC to ESB Financial, dated October 16, 2014, filed on October 20, 2014, with the Lyon County Register of Deeds as document # 2014-03665, reflecting debt in the original sum of \$2,550,000.
2. Assignment of Rents between Overlander Street, LLC, as Grantor and ESB Financial, as Lender, dated October 16, 2014, filed on October 20, 2014 with the Lyon County Register of Deeds as document #2014-03666
3. Easement from ESB Financial, Trustee of Emporia Enterprises Revocable Trust, dated April 1, 1992 to Overland Street, LLC across the east 40 feet of the Grantor's property for benefit of the Grantee, filed October 9, 2014, recorded with the Lyon County register of deeds as document #2014-05558.
4. Right of Way Agreement to Great Lakes Pipe Line Company on, over and through the SE1/4SW1/47-19-11, filed January 26, 1955, recorded with the Lyon County Register of Deeds, book 249, page 551 and assigned to Williams Brothers Pipe Line Company by instrument filed March 31, 1966, recorded in Book 295, page 603 and further assigned to Williams Pipe Line Company, LLC by instrument filed September 24, 2002 and recorded in Book 555, Page 965.
5. Grant of Right of Way to Westar Energy, Inc. Filed September 12, 2011 and recorded with the Lyon County Register of deeds as Document #2011-02933.
6. Sewer line easement to the City of Emporia, Kansas filed September 17, 2012 and recorded with the Lyon County Register of Deed as Document # 2012-03434.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that as of the 11th day of December, 2024 in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Emporia, Kansas, a municipal corporation of the State of Kansas (the “Grantor”) does grant, sell, transfer and deliver unto Overlander Street, LLC, a Kansas limited liability company (the “Grantee”), all of its interest in the following goods and chattels, viz:

All buildings, improvements, equipment, fixtures and personal property constructed, located or installed on the land being a part of and constituting the Project, as defined in the Lease Agreement, dated as of August 20, 2015, as supplemented and amended by a First Supplemental Lease Agreement, dated as of November 20, 2021 (collectively, the “Lease”), by and between the Grantor and Grantee, all or any portion of the costs of which were financed or refinanced with the proceeds of the City of Emporia, Kansas , Taxable Industrial Revenue Bonds, Series A, 2015 (Overlander Street, LLC) and Subordinated Taxable Industrial Revenue Bonds, Series B, 2015 (Overlander Street, LLC), together with any substitutions or replacements therefore.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Emporia, Kansas for delivery as of the date set forth above.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Erren Harter, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF LYON)

BE IT REMEMBERED that on this _____ day of December, 2024, before me, a notary public in and for said County and State, came Erren Harter and Kerry Sull, Mayor and City Clerk, respectively, of the City of Emporia, Kansas, a Kansas municipal corporation (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, November 20, 2024, 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
(Emporia Recreation Center Steering Committee)
(Progress Report)**

City Manager Cocking stated the Emporia Recreation Center Steering Committee prepared a progress report for the Emporia Board of Education, Emporia Recreation Center Board of Directors and the Emporia City Commission. Those entities executed a Memorandum of Understanding (MOU) to build on the goal to provide recommendations for future funding for a new or renovated recreation center. The tasks included a Request for Qualification for a Construction Manager at Risk and architect for the project. Review the RFQ's with recommendations to the City Commission regarding selection of CMAR and an architectural firm along with any decision regarding land acquisition for the project. Since that time Community surveys and pop-up sessions were held to gauge community interest. Community members were invited to three Workshop's where participation in interactive design, program options and location were received for feedback. During that time the Steering Committee took the following action:

A motion was made to recommend a half-cent sales tax to generate approximately 53 million dollars and commit 47 million to the new facility at Champions Landing, use the flat-site option and have a strong commitment with the rest of the funding towards both Lee Bean and Debaugé Sports Complex. The motion passed.

The committee reviewed the sample ballot question for the March 2025 election and recommended that it be presented to the City Commission for their approval.

CITY COMMISSION
(Third Amendment to the Memorandum of Understanding)
(Emporia Recreation Commission)
(Emporia Unified School District No. 253)
(Steering Committee – Commencement/Expiration Date)

City Manager Cocking stated City staff, Recreation Commission staff USD 253 staff entered into a Memorandum of Understanding (MOU) on February 7, 2024. A Steering Committee was established to identify priorities and provide guidance for renovation, expansion and/or construction of new recreational facilities. He stated the MOU was amended by written agreement on March 20, 2024, to authorize the Steering Committee to amend certain terms of the MOU by a unanimous vote. The proposed Third Amendment to the MOU will extend the expiration date of the MOU through project completion in the event voters approve a ballot question pertaining to the project funding, or through April 1, 2025, in the event voters reject the ballot question. He stated staff recommend approval of the Second Amendment to the Memorandum of Understanding Pertaining to the Recreation Facilities Steering Committee.

Commissioner Smith made a motion to approve the Third Amendment to the Memorandum of Understanding Pertaining to the Recreation Facilities Steering Committee. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY COMMISSION
(Authorizing the Calling of a Special Question Election)
(Imposing a One-Half Percent Citywide Retailers' Sales Tax)
(Resolution Number 3746)

City Manager Cocking stated the Emporia Recreation Center Steering Committee has identified the need for a new recreation facility to meet growing community demands along with enhanced quality-of-life amenities. After public engagements, public input, expert analysis and extensive planning, the committee has recommended a project at Champion's Landing the includes the design, construction, furnishing and equipping of a recreation facility. He stated the Steering Committee has prioritized the importance of funding other recreational improvements throughout the City. To finance the initiatives, the committee has proposed a one-half percent (0.5%) citywide retailers' sales tax, subject to voter approval. He stated per K.S.A. 12-187 et seq., the City Commission is authorized to place the sales tax question before voters via a special question election. Proposed Resolution Number 3746 authorizes a special election on March 4, 2025, allowing voters to decide on the sales tax. If approved, the sales tax will take effect on July 1, 2025, or as soon thereafter as legally permitted, and does not have an expiration date. The revenue from the sales tax will be utilized to fund the acquisition, construction, furnishing and equipping of a new recreation facility at Champion's Landing. Additionally, the Steering Committee has prioritized the importance of funding other recreational improvements and quality-of-life projects within the community. He stated the special question submitted to be held on March 4, 2025, will be as follows:

Shall the City of Emporia, Kansas, be authorized to impose a one-half percent (0.5%) Citywide retailers' sales tax, the revenue from which will be used to pay the costs to acquire, construct, furnish and equip a recreation facility in the City and to make other recreational improvements and quality of life enhancements in the City, and all improvements related thereto (the "Projects"), including payment of debt services on financings issued from the Projects, with the collection of such sales tax to commence on July 1, 025, or as soon thereafter as permitted by law; all pursuant to the provisions of K.S.A. 12 187 et seq., as amended?

He stated the proposed one-half percent (0.5%) sales tax is projected to generate approximately \$3 million annually. Staff recommends the adoption of Resolution Number 3746, authorizing and providing for the calling of a special question election imposing a

one-half percent (0.5%) citywide retailer's sales tax to finance public improvements including a recreation facility.

Following further discussion, Commissioner Curtis made a motion to approve Resolution Number 3746 authorizing and providing for the calling of a special question election in the City of Emporia, Kansas, to submit to voter the question of imposing a one-half percent (0.5%) citywide retailers' sales tax to finance public improvements, including a recreation facility. Commissioner Sauder seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
(Application Moderate Income Housing Grant - \$500,000.00)
(Kansas Housing Resources Corporation)
(Resolution Number 3745)

Jeff Lynch, Community Development Coordinator, was recognized and addressed the Governing Body. He stated the grant is offered by the Kansas Housing Resources Corporation for the development of housing for moderate-income occupants. Moderate income is defined by the State as 60% to 150% of HUD'S FY 2024 income ranges. He stated the proposal for this application includes the demolition of three dilapidated houses and the construction of 11 new structures, including three duplexes and eight single-family homes. All units are to be occupied by eligible owners or tenants who meet the income guidelines. Two of the projected sites will be owned by the Emporia Land Bank, with proceeds from the sales to be reinvested into infill development of housing. He stated the City will provide appropriate staff for grant administration and inspections. The City will also pledge to waive building and demolition permit fees and inspection fees for the program projects. He stated staff recommend approval of Resolution Number 3745 and authorize the Mayor to sign all related documents.

Commissioner Brinkman made a motion to approve Resolution Number 3745 authorizing the City of Emporia to apply for a \$500,000.00 Moderate Income Housing Grant and authorize the Mayor to execute all related documents. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner

Smith, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

**FRANCHISE AGREEMENT
(Zayo Group, LLC)
(Ordinance Number 24-36)**

A CONTRACT FRANCHISE ORDINANCE GRANTED TO ZAYO GROUP, LLC, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 24-36, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated a franchise is a non-exclusive right granted to the City to a corporation to use public right of way. The City has franchise ordinances with the telephone, gas, electric and cable utilities. She stated under K.S.A. 12-2001, franchise rights are granted by ordinance setting for the terms of the use and must include a franchise fee to be paid by the corporation for the use of public property. The franchise fees help to offset the expenses incurred by the City in administering the use of the public's right of way. The Zayo Group, LLC, is a telecommunications service provider, acquired Ideatek Communications LLC and took over an existing franchise which was in effect from 2014 to 2024. This proposed ordinance grants a 10-year franchise to Zayo. Zayo will pay a franchise fee equal to five percent (5%) of gross receipts collected by from within the corporation boundaries of the city for telecommunications services provided. She stated staff recommend approval of Ordinance Number 24-36 granting franchise to Zayo Group, LLC.

Commissioner Smith made a motion to approve Ordinance Number 24-36 granting franchise to Zayo Group, LLC. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

CITY 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 2024 for the community:

1. Monthly Local Retail Sales Tax Receipts Update

	2023	2024	Decrease of \$3,390.90 for the month, and Overall increase of 0.42% from year 2023.
	\$ 577,241.03	\$ 573,850.13	
YTD	\$5,371,922.70	\$5,394,613.39	

2. City Share from County Tax

	2023	2024	Decrease of \$1,299.66 for the month, and Overall decrease of 1.97% from year 2023.
	\$ 297,427.19	\$ 296,127.53	
YTD	\$2,822,895.85	\$2,768,243.52	

Building Permits issued from 10/1/2024 to 10/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	78
Total of valuations associated with those building permits:	\$1,840,873.27
Total number of dollars collected for Building Permit Fees:	\$ 14,371.00

Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for October 2024	\$ 19,667.96
YTD	\$ 203,834.70

Pavilions CID for October 2024	\$ 15,648.10
CID #2	\$ 15,648.10
YTD	\$ 313,552.87

Fairview Hotel CID for October 2024	\$ 5,463.63
YTD	\$ 32,134.24

Consent Agenda

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

- a. Approve minutes of the Regular Meeting held on November 6 and November 15, 2024.
- b. 2024 Emergency Solution Grant Agreement.

The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, 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 4, 2024, MEETING.

- Ordinance for Increase in Utilities Fees.
- Ordinance for Budget Amendments.
- Ordinance for Public Building Commissions.
- Equipment Purchase for Lift Station No. 15.
- Award Bid for Lift Station No. 1.
- Annual Charge Offs.
- Annual Boundary Resolution for City Limits.
- Easement for Kretsinger Development.

Study Session:

Discuss Brick Streets.

CITY COMMISSION (Governing Body Comment)

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

EXECUTIVE SESSION

Commissioner Smith made a motion to recess into Executive Session for 20 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 the City Commission Meeting Room at approximately 11:40

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

Upon reconvening the meeting in Regular Session, at 11:40 p.m., this same date in the City Commission Meeting Room. Mayor Harter stated they had consultation with the City Attorney regarding a legal matter and no action was taken.

Commissioner Sauder made a motion to recess the meeting at 11:56 p.m., to Conference Room 1AB. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Mayor Harter, aye.

The following items were discussed at the Study Session:

1. Tyler Technologies Work Order, Asset Management, and Notification System Discussion.
2. Discuss Utility Rates Update.
3. CAMSO Rebate Agreement.
4. Discuss Meetings in January 2025.
5. Groundbreaking for New Fire Station at 1:00 p.m.

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

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Library 2025 Contract Acceptance

Title: 2025 Emporia Public Library Maintenance Agreement

Agenda Date: December 4, 2024

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. No changes have been made other than the annual fee increase of 3%. Library Board has reviewed and authorized the Library Director to sign the agreement.

Discussion:

N/A

Financial considerations:

No city funds are required.

Recommended action:

Approve the 2025 Maintenance Agreement between the Library and City of Emporia.

Attachments:

Library Maintenance Agreement for 2025.

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of November, 2024 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, 2025 and ending December 31, 2025. 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 \$44,514 payable annually on or before February 15, 2025.
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. It is anticipated between the parties that this contract will be continued from year to year and it is desired between the parties that a cost basis be more accurately determined for the amount of time and expenses reasonably necessary to provide the services encapsulated by this agreement. Therefore, the LIBRARY will make a good faith effort to document occurrences of contractor services and additional personnel deployment as coordinated by the CITY, as well as instances of the assigned CITY employee being called away on other business.
6. 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.
7. By October 15 of each year, the CITY's Facility Manager, 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.

8. 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.
9. 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.
10. 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

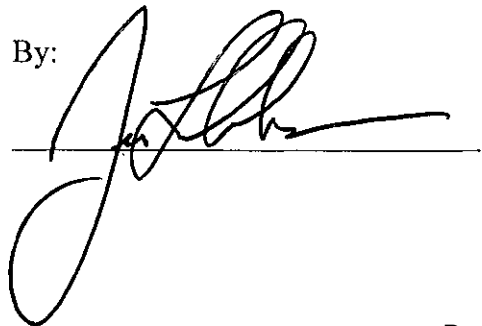
Mayor

ATTEST:

City Clerk

BOARD OF DIRECTORS OF THE
CITY OF EMPORIA, LIBRARY

By:



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 and empty trash can 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.
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, and display cases throughout the LIBRARY. The CITY shall not be responsible for dusting open shelving, table tops, or 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. LIBRARY is responsible for watering inside plants. CITY shall maintain underground sprinkler system for grass surfaces.
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 insuring the entire building is vacuumed within a one-month period.
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 underground irrigation system for proper operation.

MONTHLY RESPONSIBILITIES

1. Vacuum all upholstered furniture, chairs, and benches. Clean wooden chair arms.
2. Clean and sanitize bathroom partitions, as necessary.
3. Dust Venetian blinds.

QUARTERLY RESPONSIBILITIES

1. Clean inside and outside of all 1st floor windows.
2. Clean inside of all 2nd floor windows.
3. Power wash plastic Meeting Room chairs.
4. Clean and wax Meeting Room floor.
5. Dust ceiling fans and blades throughout the building.
6. Change air filters in air handler.
7. Dust and clean blinds and windows in Study Rooms.

ANNUAL RESPONSIBILITY

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.
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 CITY as needed.
3. The exterior glass on windows, doors, and the skylight shall be washed and cleaned.

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 will include such items as paper towels, toilet tissue, cleaning chemicals, hand soaps, trash bags, and other items as may be essential for safe operation. 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 Facilities Manager.



Commission Action Report

Resolution No. 3747 for Official Boundary List

Title: Resolution No. 3747 for Official Boundary List

Agenda Date: December 4, 2024

Presented By: James Uberty, City Engineer

Background:

Current City Area: 7929.25 acres or 12.38 square miles

Discussion:

Annexed Properties:

1700 Road G. – 16.70 acres
1500 S HWY 99 – 5.1 acres
S Commercial (north entrance fishing bridge) – 1.27 acres
626 W HWY 50 – 104.5 acres

Total Acres to be annexed into City Limits: 127.57 acres or 0.2 square miles

New City Limit Area: 8056.82 acres or 12.6 square miles

Financial considerations:

N/A

Recommended action:

Approve Resolution No. 3747 for Official Boundary List.

Attachments:

Resolution No. 3747
Map

RESOLUTION NUMBER 3747

A RESOLUTION DESIGNATING THE BOUNDARY OF THE CITY OF EMPORIA, KANSAS; REPEALING RESOLUTION NUMBER 3719.

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 S88°34'59"W 425 feet; thence S01°01'50"E 30 feet; S88°34'59"W 140 feet; thence S01°01'50"E 40 feet; thence S88°34'59"W 105 feet; thence N57°40'13"W 257.41 feet; thence N01°01'50"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 S00°03'57"W (West line of said Southwest Quarter assumed North) a distance of 444.56 feet; thence S89°14'33"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 S89°59'55"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 N16°19'03"W; thence N29°59'55"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 N15°00'05"W; thence N00°00'15"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 N23°28'33"W; thence S89°59'55"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 N00°35'15"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 S89°17'26"W 690 feet; thence S00°41'59"W 660 feet; thence S89°17'26"W 555.80 feet to the Southwest corner of the East Half Southwest Quarter; thence N01°02'56"E 1309.33 feet; thence N01°51'55"E on said West line 658 feet; thence N89°24'37"W 117.06 feet to the Southeast right-of-way line of the Kansas Turnpike Authority; thence N29°49'39"E along said Kansas Turnpike Authority right-of-way line 450.7 feet; thence N07°55'46"E 208.5 feet to the South right-of-way line of US Highway 50; thence S89°30'00"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 S89°11'27"W 99.0 feet; thence N29°03'22"E 69.19 feet; thence N89°11'27"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 N01°32'09"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 S01°31'38"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 N00°07'45"W and parallel to the West line of said Quarter section 915 feet; thence S89°52'15"W for a distance of 20 feet; thence N15°34'18"W for a distance of 187.78 feet; thence N00°07'45"W for distance of 182 feet; thence N89°52'15"E for a distance of 70 feet; thence N00°07'45"W for a distance of 22 feet; thence N34°22'15"E 122 feet; thence N05°07'45"W 86 feet; thence N36°07'45"W 103.75 feet; thence N00°11'52"W 520.96 feet to the Kansas Turnpike Authority right-of-way; thence N45°08'35"E along said right-of-way 191.24 feet; thence S15°32'45"E 313.99 feet; thence S44°17'23"E 560.78 feet; thence S89°34'38"W 163 feet; thence S01°07'33"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 N01°03'52"W 284.01 feet; thence N01°50'16"E 120.0 feet; thence N07°27'09"E 123.0 feet; thence N01°02'00"E 44.0 feet; thence S87°42'40"W 50.0 feet; thence N10°58'58"W 82.0 feet; thence N16°20'20"W 107.0 feet; thence N88°22'00"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 S89°16'28"E 45.37 feet; thence S29°26'38"E 357.37 feet; thence S89°16'28"E 91.43 feet; thence N10°43'30"E 28.93 feet; thence N58°06'00"E 253.67 feet; thence S89°16'28"E 408.1 feet; thence S68°26'00"E 575.25 feet; thence S00°27'48"W 387.74 feet; thence S50°00'00"E 110.22 feet; thence S89°16'28"E 300 feet; thence S50°00'00"E 68.3 feet; thence S89°16'28"E 86.7 feet; thence N00°27'48"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 S1°19'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 N40°35'E 162.1 feet to a point 587.7 feet East and 168.2 feet South of said Northwest corner; thence S71°40'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 N79°35'E 468.8 feet; thence N50°50'E 99.2 feet; thence S29°10'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 S35°27'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 S00°18'40"E 826.49 feet from the Northeast corner of the Northwest Quarter of Section 11; thence N89°06'36"E 1863.63 feet; thence S00°26'40"E 350 feet; thence S46°06'00"W 650 feet; thence N36°44'46"W 870.18 feet; thence S89°06'36"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 S88°50'E 40 feet; thence S1°10'E 862 feet; thence S68°57'E 938.6 feet; thence S80°57'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 S80°57'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 N1°1'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 S73°3'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 N89°04'28"E, parallel to and 50 feet South of the North line of Northeast Quarter of Section 13 135 feet; thence S07°38'00"W 319.04 feet; thence S55°04'20"W 62.3 feet; thence S19°58'08"W 134.49 feet; thence S75°53'58"E 178.05 feet; thence S06°36'45"E 144.47 feet; thence S12°40'48"W 228.56 feet; thence N63°10'24"W 210 feet; thence N82°35'06"W 150.68 feet; thence N72°37'51"W 60.87 feet; thence N82°05'19"W 126.65 feet to a point on the West line of the Northeast Quarter of Section 13, said point being S01°07'32"E based on State Plane coordinates 779.83 feet from the Northwest corner of the Northeast Quarter of Section 13; thence N01°07'32"W 167.81 feet; thence S33°48'40"W, using bearings from Belmont Mobile Home Park layout 215.86 feet; thence S51°31'53"W 180.6 feet; thence N45°00'00"W 157.5 feet; thence N51°47'53"W 192.84 feet; thence S84°27'55"W 126.34 feet; thence N52°24'24"W 46.1 feet; thence S71°17'21"W 119.81 feet; thence S10°17'59"W 285.67 feet; thence S06°21'37"E 41.41 feet; thence S58°52'23"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 N45°30'08"W 294.65 feet; thence S30°07'18"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 N78°19'50"W 272.2 feet; thence S83°27'35"W 600 feet; thence S89°18'42"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°49'13"E 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 S39°51'49"W 451.59 feet; thence S00°00'58"W 230 feet; thence S69°53'45"W 227.69 feet; thence N44°59'02"W 214.41 feet; thence N00°00'58"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 S04°45'00"W 516 feet; thence S17°52'00"W 53.18 feet; thence S25°52'00"W 39.33 feet; thence S33°07'00"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 S30°00'00"E 245 feet; thence S10°30'00"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 N33°07'00"E 43.87 feet; thence N25°52'00"E 31.35 feet; thence N17°52'00"E 42.14 feet; thence N04°45'00"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 N63°30'00"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 N25°45'00"W 125.6 feet; thence S44°45'00"W 17 feet; thence N39°09'00"W 283 feet; thence N21°40'00"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 S90°00'00"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 S90°00'00"W for a distance of 681.83 feet; thence N01°57'57"E for a distance of 1989.04 feet; thence S89°12'24"E for a distance of 1033 feet to the East line of the fractional Southwest Quarter of said section; thence continuing S89°12'24"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 S30°06'36"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 S85°48'36"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 S0°00'00"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.

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 N90°00'00"W for a distance of 386.28 feet to the point of beginning; thence continuing Westerly on said North line on a bearing of N90°00'00"W for a distance of 873.72 feet; thence S00°00'00"W for a distance of 855 feet; thence S90°00'00"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 N29°03'48"E for a distance of 50.61 feet; thence continuing on said right-of-way on a bearing of N86°00'42"E for a distance

of 379.9 feet; thence continuing on said right-of-way on a bearing of N69°03'13"E for a distance of 240.03 feet; thence continuing on said right-of-way on a bearing of N30°03'13"E for a distance of 705.46 feet; thence continuing on said right-of-way on a bearing of N83°04'10"W for a distance of 479.95 feet to a point on the Southerly right-of-way of West 18th Avenue; thence N00°00'00"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 S28°58'33"W on said right-of-way line for a distance of 269.75 feet; thence S20°43'20"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, N01°07'20"W for a distance of 90.47 feet; thence perpendicular to said West line, S88°52'40"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: S81°21'54"E for a distance of 234.50 feet; N87°46'39"E for a distance of 1152.15 feet; N00°44'57"E for a distance of 14.97 feet; N87°46'39"E for a distance of 535.33 feet; N77°28'13"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, S27°53'20"W for a distance of 150.0 feet; thence continuing on said Westerly right-of-way line, S28°12'27"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: N80°02'11"W for a distance of 637.03 feet; S87°46'39"W for a distance of 1525.82 feet; N81°23'47"W for a distance of 313.72 feet; thence leaving said South right-of-way line N11°24'09"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, N79°17'30"E 675.5 feet of the Southeast corner of Section 9; thence S79°17'30"W 3297.5 feet along the South line of Sections 10 & 9 to the Southwest corner of the Southeast Quarter of Section 9; thence N10°42'30"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 N79°17'30"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 N10°42'30"W 1980 feet; thence N79°4'15"E 325.7 feet; thence N40°11'33"E 272.47 feet; thence N1°18'52"E 1329.73 feet; thence N79°14'15"E 920.37 feet; thence S1°18'52"W 1201.99 feet; thence S47°16'56"E 364.02 feet; thence N79°4'15"E 278.96 feet; thence S10°42'30"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 N79°17'30"E 1650 feet along the North line of Section 10 to the Northeast corner of the Northwest Quarter of Section 10; thence S10°42'30"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 S79°17'30"W 1982.5 feet; thence S10°42'30"E 1659.5 feet to the POB. Containing 687 Acres More or less. Note: All bearings are magnetic. Local declination = N10°42'30"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 Having 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 0 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°14'15" 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 1/2" iron pin; thence S00°30'14"W a distance of 150.00 feet to a 1/2" iron pin; thence N89°05'08"W a distance of 238.09 feet to a 1/2" iron pin and the true point of beginning; thence S00°32'25"W a distance of 929.77 feet to a 1/2" 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 1/2" 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 ¼, 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 in the Northwest Quarter of Section 11, Township 19S, Range 11E of the 6th P.M.; more particularly described as follows:

Beginning at a point 712 feet South of the North line and 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence West approximately 409.1 feet; thence South 1100 feet to the North line of the I-35 By-pass right-of-way; thence Southeasterly along said North right-of-way line 420 feet to a point 1321.45 feet West of the East line of the Northwest Quarter of Section 11; thence North 1180 feet to the point of beginning.

Tract 2: 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 3: 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 S88°39'52"W(assumed) along the North line of said NE ¼ for a distance of 1189.10 feet to the point of beginning thence S00°00'00"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 N57°59'24"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 N00°00'00"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 N88°39'52"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 3719 is hereby repealed.

PASSED AND APPROVED this 4th day of December 2024.

Erren Harter, Mayor

ATTEST:

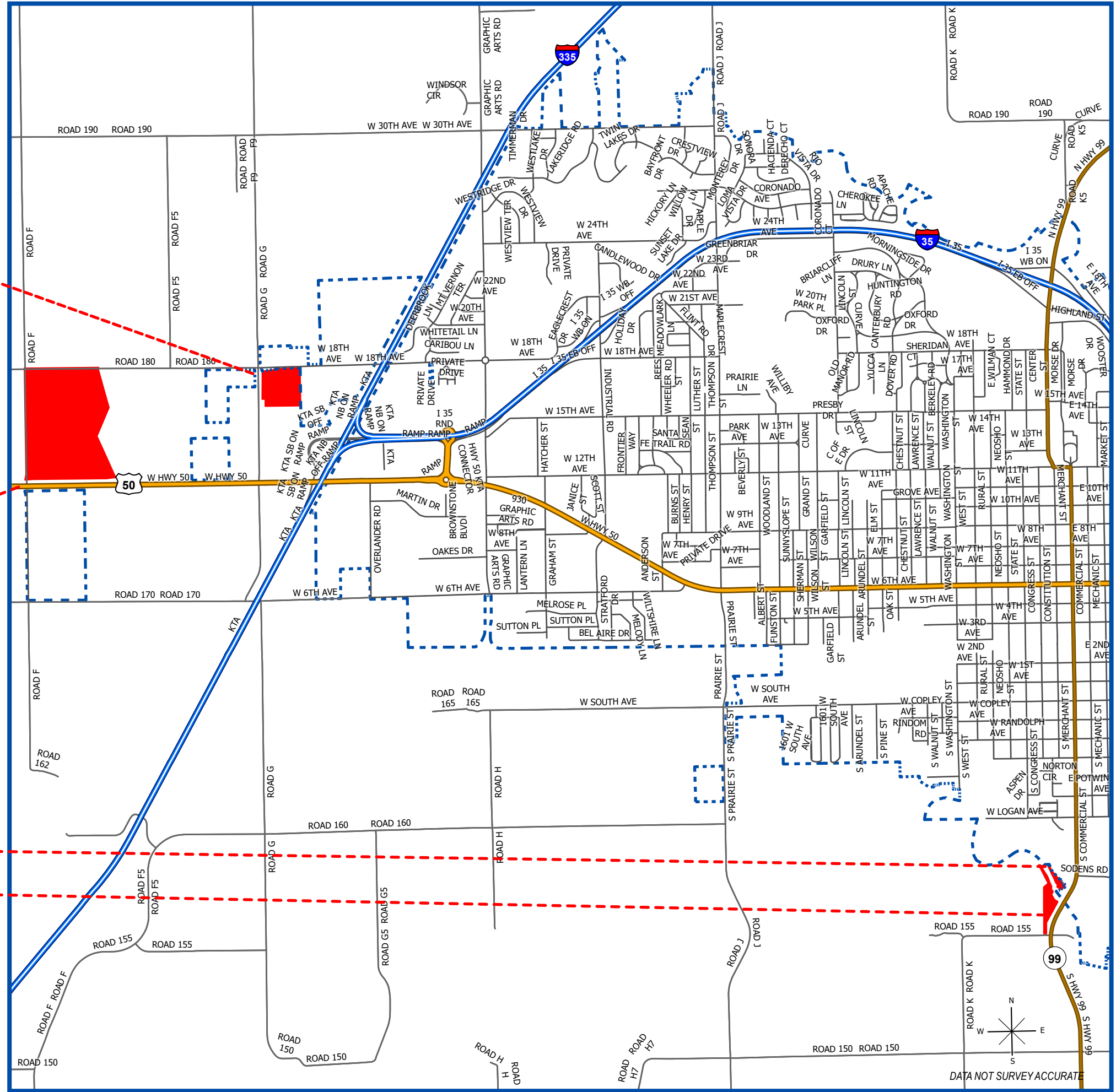
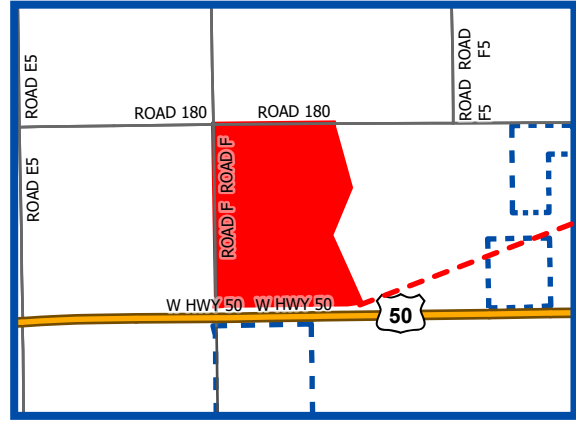
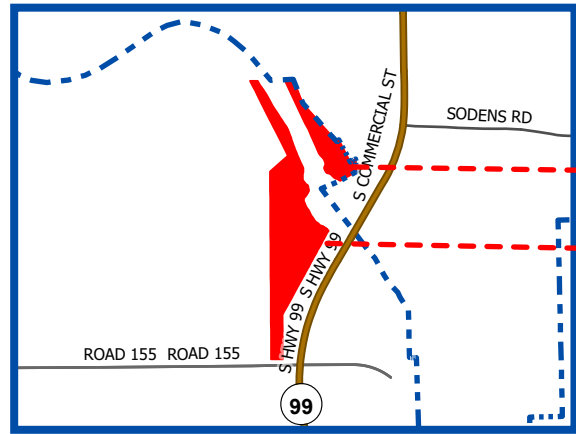
KERRY SULL, City Clerk



City Limit Annexation Year 2024



Municipal Boundary





Commission Action Report

Year End Charge Offs

Title: Year End Charge offs
Agenda Date: December 4, 2024
Presented By: Janet Harrouff, Director of Finance

Background:

Annually, the City adjusts the uncleared checks, utility accounts, accounts receivable accounts, and ambulance accounts that have been delinquent for 2 years from 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 2024 year-end charge-offs.

Attachments:

AR Charge Offs
Check Charge Offs
Utility Charge Offs
Ambulance Charge Offs



Commission Action Report

Purchase of Monitor/Defibrillator

Title: Purchase of Monitor/Defibrillator

Agenda Date: December 4, 2024

Presented By: Brandon Beck, Fire Chief

Background:

The Fire Department is entering into the replacement timeframe for one of our LifePak 15 (LP15) Monitor/defibrillators carried on the ambulances.

Discussion:

This purchase will replace an eight-year-old LP15 that has reached its end of life. The manufacturer's recommendation is to replace this device every six to eight years. The new device will be compatible with all other monitor/defibrillators in use by the department.

Financial considerations:

This is a scheduled purchase in the department's five-year capital improvement plan from the general fund. The total cost for this purchase is \$41,595.74

Recommended action:

Approve the purchase of LP15 and accessories from Stryker as listed in quote number 10978156 for \$41,595.74.

Attachments:

Stryker quote number 10978156.



Emporia_CIP_LP15_Aug 2024

Quote Number:10978156

Version:1

Prepared For:EMPORIA FIRE EMS

Attn:

Quote Date:11/18/2024

Expiration Date:12/10/2024

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Bryce Wheeler

Email:bryce.wheeler@stryker.com

Phone Number:

Mobile:(785) 317-4917

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	EMPORIA FIRE EMS	Name:	EMPORIA FIRE EMS	Name:	EMPORIA FIRE EMS
Account #:	20046596	Account #:	20046596	Account #:	20046596
Address:	120 E 5TH AVE	Address:	120 E 5TH AVE	Address:	120 E 5TH AVE
	EMPORIA		EMPORIA		EMPORIA
	Kansas 66801-3918		Kansas 66801-3918		Kansas 66801-3918

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$39,407.30	\$39,407.30
2.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	1	\$0.00	\$0.00
3.0	21330-001365	Test Load, English	1	\$0.00	\$0.00
4.0	11577-000001	LIFEPAK 15 Shoulder strap	1	\$0.00	\$0.00
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Direct Connect Adult Sensor	1	\$558.35	\$558.35
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Direct Connect Pediatric Sensor	1	\$614.25	\$614.25
7.0	21300-008159	NIBP Tubing, Straight, 1.8 m (6 ft)	1	\$65.00	\$65.00
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$22.75	\$22.75
9.0	11160-000017	Reusable Cuff, Large, Adult, 32-42 cm	1	\$31.85	\$31.85
10.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	\$44.85	\$44.85
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$299.65	\$299.65
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$53.95	\$53.95
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$76.70	\$76.70



Emporia_CIP_LP15_Aug 2024

Quote Number:10978156

Version:1

Prepared For:EMPORIA FIRE EMS

Attn:

Quote Date:11/18/2024

Expiration Date:12/10/2024

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Bryce Wheeler

Email:bryce.wheeler@stryker.com

Phone Number:

Mobile:(785) 317-4917

#	Product	Description	Qty	Sell Price	Total
Equipment Total:					\$41,174.66

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$421.08
Grand Total:	\$41,595.74

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Purchase Order Form



Account Manager :

Bryce Wheeler

Purchase Order Date :

11-18-2024 16:17:00 -0500

Cell Phone :

Expected Delivery Date :

Stryker Quote Number :

10978156

Customer PO Number :

Bill To

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

Add'l Address Line :

City, ST, ZIP :

Phone :

Authorized Customer Initials

Sold To / End User

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

120 E 5TH AVE

Add'l Address Line :

City, ST, ZIP :

EMPORIA, Kansas, 66801-3918

Phone :

Authorized Customer Initials

Deliver To

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

120 E 5TH AVE

Add'l Address Line :

City, ST, ZIP :

EMPORIA, Kansas , 66801-3918

Phone :

Authorized Customer Initials

Description	Total
	\$41,595.74
Total : \$41,595.74	

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature :

Date :

Attachment: Stryker Quote Number : 10978156

Stryker Terms and Conditions
www.strykeremergencycare.com/terms



Commission Action Report

Purchase of Power Load Systems

Title: Purchase of Power Load Systems

Agenda Date: December 4, 2024

Presented By: Brandon Beck, Fire Chief

Background:

This item is to consider the purchase of two (2) Power Load systems for department ambulances. These systems are installed in the patient compartment of an ambulance and aid in the loading of a patient while on the ambulance cot. These mechanical devices eliminate the need for the ambulance crew to manually lift a patient on a cot into the ambulance, decreasing the chance of injury to the crew and risk to the patient.

Discussion:

The last four ambulances the department purchased arrived with these systems installed. We have reached the end of life for the first two purchased and have been seeing an increase in repair costs over the past year.

Financial considerations:

This is a scheduled purchase in the department's five-year capital improvement plan from the general fund. The total cost for two (2) systems installed is \$59,676.94.

Recommended action:

Approve the purchase of two (2) Power Load systems from Stryker as listed in quote number 10978172.

Attachments:

Stryker quote number 10978172.



Emporia_CIP_PowerLOAD_Aug 2024

Quote Number:10978172

Version:1

Prepared For:EMPORIA FIRE EMS

Attn:

Quote Date:11/18/2024

Expiration Date:12/10/2024

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Bryce Wheeler

Email:bryce.wheeler@stryker.com

Phone Number:

Mobile:(785) 317-4917

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	EMPORIA FIRE EMS	Name:	EMPORIA FIRE EMS	Name:	EMPORIA FIRE EMS
Account #:	20046596	Account #:	20046596	Account #:	20046596
Address:	120 E 5TH AVE	Address:	120 E 5TH AVE	Address:	120 E 5TH AVE
	EMPORIA		EMPORIA		EMPORIA
	Kansas 66801-3918		Kansas 66801-3918		Kansas 66801-3918

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	\$29,100.83	\$58,201.66
2.0	77100500	PowerLOAD Installation	2	\$477.00	\$954.00
3.0	639000010135	CABLE, ANCHOR TO VEHICLE	2	\$71.25	\$142.50
Equipment Total:					\$59,298.16

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$378.78
Grand Total:	\$59,676.94

Prices: In effect for 30 days

Terms: Net 30 Days



Emporia_CIP_PowerLOAD_Aug 2024

Quote Number: 10978172

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: EMPORIA FIRE EMS
Attn:

Rep: Bryce Wheeler
Email: bryce.wheeler@stryker.com
Phone Number:
Mobile: (785) 317-4917

Quote Date: 11/18/2024
Expiration Date: 12/10/2024

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ENDING APPROVAL

Purchase Order Form



Account Manager :

Bryce Wheeler

Purchase Order Date :

11-18-2024 16:32:00 -0500

Cell Phone :

Expected Delivery Date :

Stryker Quote Number :

10978172

Customer PO Number :

Bill To

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

Add'l Address Line :

City, ST, ZIP :

Phone :

Authorized Customer Initials

Sold To / End User

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

120 E 5TH AVE

Add'l Address Line :

City, ST, ZIP :

EMPORIA, Kansas, 66801-3918

Phone :

Authorized Customer Initials

Deliver To

Customer # : 20046596

Company Name :

EMPORIA FIRE EMS

Contact or Department :

Street Address :

120 E 5TH AVE

Add'l Address Line :

City, ST, ZIP :

EMPORIA, Kansas , 66801-3918

Phone :

Authorized Customer Initials

Description	Total
	\$59,676.94
Total : \$59,676.94	

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature :

Date :

Attachment: Stryker Quote Number : 10978172

Stryker Terms and Conditions
www.strykeremergencycare.com/terms



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: December 4, 2024

Presented By: Trey Cocking, City Manager

Background:

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

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, December 18, 2024.

Commission Meeting :

- Appoint TGT Members.
- Ordinance for Public Building Committee.
- 502 Commercial RHID Initiation.

Study Session:

- Discuss Updates for Charter Ordinance No. 38.
- Discuss Legislative Policy Statement.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: December 4, 2024

Recommended Action:

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 __:____ a.m./p.m.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: December 4, 2024

Recommended Action:

Recess into executive session for 20 minutes inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:____ a.m./p.m.

Title: Discuss Concrete Paving Brick Streets Along SE Transmission Main

Agenda Date: December 4, 2024

Presented By: Jim Ubert, City Engineer

Background:

The City has a Brick Street policy that covers the paving of the streets listed below.

Discussion:

Due to the condition of these existing brick streets, it is proposed that the City pave the following street segments as concrete over the waterline trench.

Street Name	Segment
7 th Avenue	West St. to Neosho St.
Neosho Street	South Ave. to 6 th Ave/US-50 Hwy
Neosho Street	6 th Ave/US-50 Hwy to 7 th Ave

Financial Considerations

There is an estimated cost savings to the Southeast Transmission Main project and for future maintenance of these streets.

Attachments

Proposed Southeast Transmission Plans map, Brick Street Policy.

SUBJECT: Street & City Improvement Policy

ISSUED BY: City Commission

EFFECTIVE DATE: 10/05/11

4-2 BRICK SURFACED STREET REPAIR

A. BACKGROUND

In 1988 the City Commission and staff developed a policy regarding the maintenance and replacement of existing brick streets within the City Limits. The policy indicated that streets with brick surfaces were to continue to be maintained as brick. Subsequent to the acceptance of this policy, the City has improved numerous blocks of brick streets since the 1988 Policy was implemented. The streets that are recommended to remain brick were selected based upon the historic significance of its location, purpose, connectivity, and value that the brick street adds to the neighborhood it serves. The condition of the street was not a consideration for this determination.

B. PURPOSE

The purpose of this policy is to:

1. Update the 1988 Brick Street Policy
2. Establish which streets should continue to be maintained as brick.
3. Preserve the brick streets that are to remain brick due to their historic significance
4. Enhance the historical atmosphere of the neighborhoods which have brick streets; and
5. Establish a policy for repairs to brick streets due to street cuts.

C. POLICY

1. There are two classes of brick streets as follows:

A. The following street segments are recommended to remain as brick:

1. Union Street from 11th Avenue to the BNSF
2. East 5th Avenue from Market Street to Cottonwood Street
3. East 8th Avenue from Union Street to Cottonwood Street
4. East 9th Avenue from Mechanic Street to Exchange Street
5. East 10th Avenue from Mechanic Street to Exchange Street
6. East 11th Avenue from Mechanic Street to Union Street
7. South Neosho Street from South Avenue to Randolph Avenue
8. Washington Street from 12th Avenue to 15th Avenue
9. Berkeley Road from Sherwood Way to 18th Avenue
10. Rural Street from 15th Avenue to 18th Avenue

Streets in this class are not totally excluded from being replaced by asphalt or concrete but will be evaluated by City Staff and referred to the City Commission for approval before alternative street materials are used.

B. The remaining 16 blocks of brick streets that are not listed above could be maintained or reconstructed of either asphalt or concrete at a future time when need and budget allows. The City Commission may consider replacing these streets in brick on a case by case basis depending on condition and available funding.

2. If a brick street is approved for reconstruction with either asphalt or concrete then a neighborhood meeting concerning the proposed project must be held to communicate with the public and allow residents the opportunity for input regarding the proposed street project.
3. All opening or cutting of brick surfaced streets shall be replaced by paving brick.
4. The costs shall be paid by the person, company, or organization requesting the before opening to be made.
5. No surfacing shall be applied over a brick street in residential areas without the consent of the Governing Body.
6. The purpose of this policy is to maintain and retain the brick surfaced streets in Emporia.

D. PROCEDURE

1. Company requiring street cut contacts the City to request the work be conducted.
2. City of Emporia Street Department does all digging before and repair of the cut after the work is completed.
3. Charges are assessed to the company which did the work.



Neosho Street, near South Ave. (looking north)



Neosho Street, about midway between South Ave and 1st Ave (looking north toward BNSF)



Neosho Street, near 1st Ave. (looking northwesterly)



Neosho Street, near 4th Ave. (looking north), existing asphalt over brick



Neosho Street, between 6th Ave. and 7th Ave. (looking north), existing asphalt over brick



7th Avenue near Neosho St. (looking west towards Rural St.)



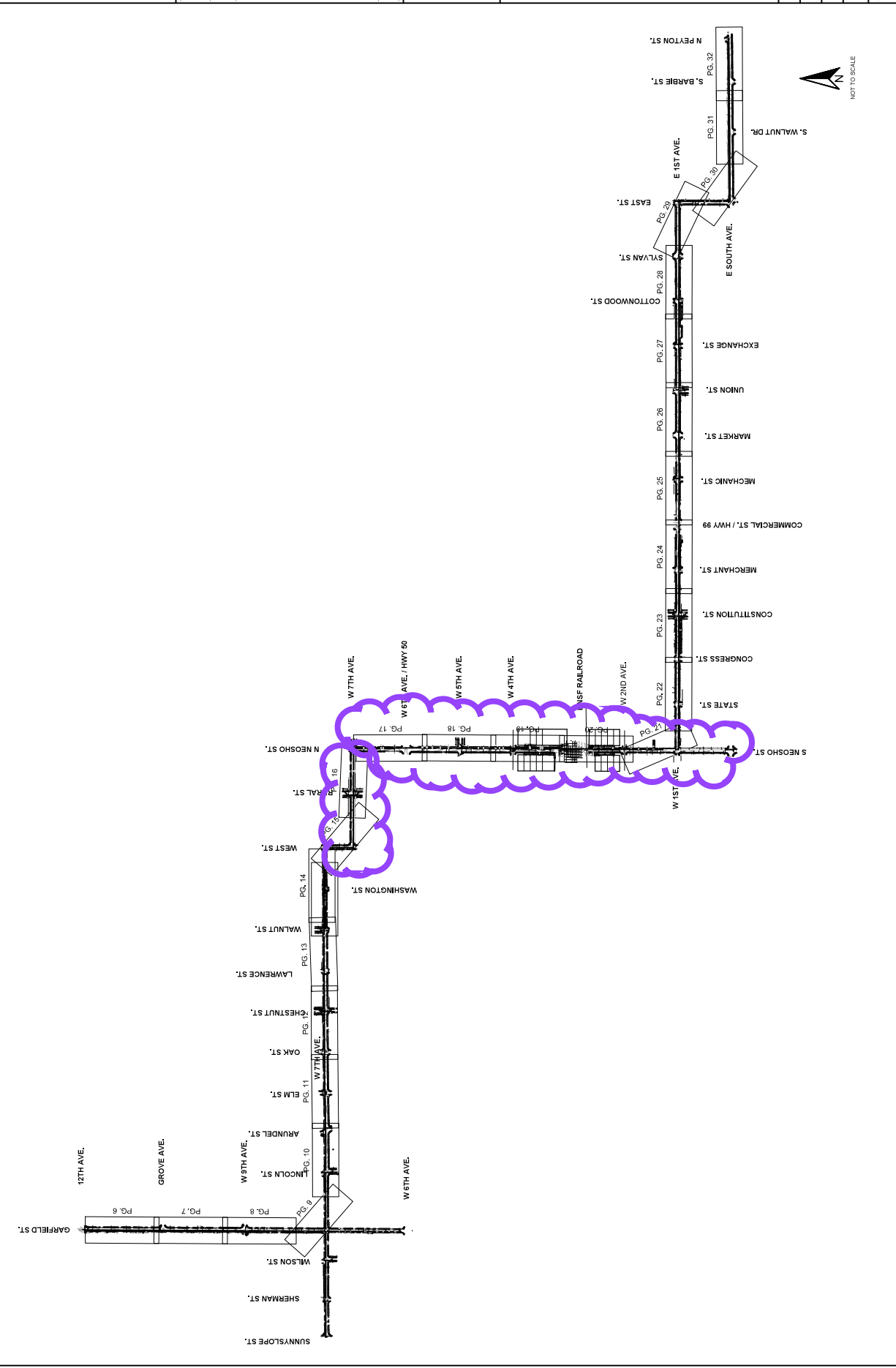
7th Avenue, west of Rural St. (looking west at West St.)

NO.	REVISIONS	DATE	INITIALS

08-02-24
SENT TO KDHE

SOUTHEAST TRANSMISSION MAIN
 WATERLINE IMPROVEMENTS
 SHEET LAYOUT - WATERLINE A

Engineer: BJF	Drafter: TMW
Check: BJF	Date: 08/02/24
Project No: 23-1236E	Sheet No: 4
Total Sheets: 100	



Title: Discuss Resolution for New Golf Rate Structure

Agenda Date: December 4, 2024

Presented By: Marcus Erkel, Head Golf Professional

Background:

The golf course and Golf Advisory Board is requesting the Commission consider increasing daily and weekend tournament fees.

Discussion:

The Golf Advisory Board having met on November 14th, has decided that it is best to increase the daily fees at this time, as well as weekend tournament fees. The increase of fees suggested:

Monday/Thursday Regular	\$24.00
Monday/Thursday - Senior/Military	\$20.00
Junior (after 2:00 p.m. on Weekends/Holiday)	\$ 9.50
Monday/Thursday Twilight	\$18.00
Friday/Saturday/Sunday/Holiday	\$29.00
Friday/Saturday/Sunday/Holiday Twilight	\$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

The Golf Advisory Board believes the annual rate increased from last year is sufficient and will stay the same for 2025. The daily fee increase will put Emporia Golf Course more in line with other golf courses in the state of Kansas. Staff recommends approval of a resolution for the new rate structure under the “categories” model.

Financial Considerations:

No city funds are required.

Attachments:

Resolution No. 3749

RESOLUTION NO. 3749

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, 2025:

Green Fees

Monday/Thursday Regular	\$24.00
Monday/Thursday - Senior/Military	\$20.00
Junior (after 2:00 p.m. on Weekends/Holiday)	\$ 9.50
Monday/Thursday Twilight	\$18.00
Friday/Saturday/Sunday/Holiday	\$29.00
Friday/Saturday/Sunday/Holiday Twilight	\$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 Fees

Individual	\$775.00
Additional	\$300.00
Senior/Military	\$675.00
Junior	\$150.00

*After 2:00 p.m. on Saturday/Sunday/Holidays/Discretion of Golf Shop staff.

Trail Fees

Per Nine Holes	\$6.50
Per Eighteen Holes	\$9.50

Storage

Space and Trail Fee (Maximum two individual per space)	\$565
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Golf Cart Rental

9 Holes	\$10.00/person
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18 Holes	\$16.00/person
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Use of City Owned Golf Cart (May be limited due to number of City-owned golf carts)	\$700.00
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Annual Driving Range	\$250.00
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Annual Trail Fee	\$300.00
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Pull Cart Rental	\$3.50
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Driving Range	\$5.00/\$8.00
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Club Rental	\$10.50
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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 4th Day of December 2024.

Erren Harter, Mayor

Kerry Sull, City Clerk