



**CITY COMMISSION
WEDNESDAY, MARCH 18, 2026 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER

Mayor Becky Smith

MEMBERS PRESENT

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

PROCLAMATIONS

Proclamation Recognizing Arts in Medicine Week March 22-28 in Emporia

Accepted by: Dr. Gaelynn P. Wolf Bordonaro, Director, ESU Art Therapy Program

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) **Public Hearing Authorizing Ordinance No. 26-05 Establishing RHID and Approving Development Plan for the Cedarbrook Meadows Development**
Presented by: Tayler Wash, Assistant City Manager
Recommended Action: Conduct a public hearing for the Cedarbrook Meadows Development RHID and Approve Ordinance No. 26-05 Establishing RHID and Approving Development Plan for the Cedarbrook Meadows Development
- 2) **Ordinance No. 26-04 Rezoning Property Located at 1028 Whittier Street from Commercial (C) to Flex-Use Low (FL)**
Presented by: Justin Givens, Planning & Zoning Administrator
Recommended Action: Approve Ordinance No. 26-04 Rezoning Property Located at 1028 Whittier Street from Commercial (C) to Flex-Use Low (FL)
- 3) **Ordinance No. 26-03 Annexing Land at 600 Overlander Street Pursuant to K.S.A. 12-520**
Presented by: Justin Givens, Planning & Zoning Administrator
Recommended Action: Approve Ordinance No. 26-03 Annexing Land at 600 Overlander Street Pursuant to K.S.A. 12-520
- 4) **KDOT CCLIP FY2028 Agreement 1111-25**

Presented by: Jon Proehl, Engineering Project Manager

Recommended Action: Staff recommends approval of the KDOT CCLIP-SP Agreement for the mill and overlay project on US-50 Highway (6th Avenue) from Lincoln Street to Neosho Street and authorize the mayor to sign KDOT Agreement 1111-25

5) **Equipment Lease Purchase Agreement 2026 Ford Maverick**

Presented by: Trey Cocking, City Manager

Recommended Action: Authorize the City Manager to execute the Equipment Lease Purchase Agreement with ESB Financial and related documents for the acquisition of one 2026 Ford Maverick XL AWD

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) February Budget
- 3) Champions Landing 2025 Annual Report to the City of Emporia

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for March 4, 2026

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

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

EXECUTIVE SESSION

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

RECESS

Recess to Evora Wheeler Conference Room for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Emporia Public Library Financial Review
- 2) Strategic Direction Session Two

ADJOURNMENT



PROCLAMATION

WHEREAS, the Emporia State University Art Therapy Program, established in 1973, is the oldest continually graduate degree-granting art therapy program in the WORLD, and

WHEREAS, art therapists are trained master's level mental health professionals who employ the constructs of art and psychology to promote mental and physical well-being; and

WHEREAS, Art therapy is used to serve individuals, families, groups, and communities who experience medical challenges, trauma, mental health needs, and difficulties celebrations experienced across the lifespan through the healing potential of art, and

WHEREAS, art therapists have sensitivity to human needs for reconciling emotional conflicts, fostering self-awareness, experiencing well-being, developing social skills, celebrating intersectional identities, managing behavioral health, connecting interpersonally, realizing authenticity, solving problems, centering lived experiences, reducing anxiety, aiding reality orientation, and increasing self-esteem, and

WHEREAS, The Emporia State University Art Therapy Program is convening its 51st Annual Conference on Saturday, March 28, 2026, in Emporia, Kansas with the support of the Kansas Creative Arts Commission's Arts in Medicine Expansion Partnership, and

WHEREAS, the Emporia State University/Kansas Arts Commission Arts in Medicine Partnership has been serving medical agencies across the continuum of medical care for six years; and

WHEREAS, partners from the University of Kansas Music Therapy Program, the Kansas State Drama Therapy Program, and the University of Kansas Medical Center have collaborated to expand the Arts in Medicine Partnership, therefore, be it.

NOW THEREFORE, I, Becky Smith Mayor for the City of Emporia proclaim the week of March 22-28, 2026, as

Arts in Medicine Week

in Emporia, Kansas.

On this 18th Day of March 2026

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

Public Hearing Authorizing Ordinance No. 26-05
Establishing RHID and Approving Development Plan
for the Cedarbrook Meadows Development

Title: Public Hearing Authorizing Ordinance No. 26-05 Establishing RHID and Approving Development Plan for the Cedarbrook Meadows Development

Agenda Date: March 18, 2026

Presented By: Tayler Wash, Assistant City Manager

Background:

The City of Emporia has been working with representatives of CrossWinds at Flint Hills, LLC on the development of Cedarbrook Meadows, a new single-family residential subdivision located near West 18th Avenue and Road G. The proposed development includes internal infrastructure improvements and the construction of new single-family homes intended to help address the community's housing needs. The establishment of a Reinvestment Housing Incentive District (RHID) is a key component of the financing structure for this project. The RHID will allow the developer to be reimbursed for eligible infrastructure and development costs through the incremental increase in real property taxes generated by the development over time.

Resolution No. 3787 setting the date for this public hearing was adopted by the City Commission and published in the *Emporia Gazette* on March 6, 2026. The resolution was also shared with the appropriate taxing entities as required by state statute.

Discussion:

The City Commission will need to conduct a public hearing on this RHID and then approve Ordinance No. 26-05 establishing the RHID and accepting the development plan.

Financial Considerations:

No direct city funding is required. This RHID will capture the incremental increase in real property taxes created by this housing development over 25 years. These funds will be reimbursed to the developer for eligible infrastructure costs. The City will not be obligated to reimburse costs beyond the amount of RHID revenue actually generated and received. The development agreement outlining the specific financial considerations will be presented at a later meeting.

Recommended Action:

- Conduct a public hearing for the Cedarbrook Meadows Development RHID
- Approve Ordinance No. 26-05 Establishing RHID and Approving Development Plan for the Cedarbrook Meadows Development

Attachments:

Ordinance No. 26-05

Affidavit of Publication for Resolution No. 3787

ORDINANCE NO. 26-05

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH FOR THE CEDARBROOK MEADOWS DEVELOPMENT

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 85,000 to designate reinvestment housing incentive districts within such city; and

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

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

WHEREAS, the governing body has performed or caused to be performed a Housing Needs Analysis with addendum dated August 2020, a copy of which is on file in the office of the City Manager; and

WHEREAS, the Governing Body of the City previously adopted Resolution No. 3704 making certain findings relating to the need for financial incentives for the construction of quality housing within the City and authorizing submission of the Housing Needs Analysis to the Kansas Department of Commerce pursuant to the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated January 12, 2026, authorized the City to proceed with the establishment of reinvestment housing incentive districts pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan for the development of housing and public facilities within a proposed reinvestment housing incentive district for the Cedarbrook Meadows development (the “Development Plan”), in accordance with the provisions of the Act; and

WHEREAS, the Development Plan includes the items required by K.S.A. 12-5245, including a legal description and map of the proposed district, the existing assessed valuation of the property within the district, a listing of property owners, a description of the proposed housing development and related infrastructure improvements, and information regarding the developer responsible for the project; and

WHEREAS, the Governing Body adopted Resolution No. 3787 establishing a public hearing to consider the establishment of the proposed Cedarbrook Meadows Reinvestment Housing Incentive District and adoption of the Development Plan, which resolution was published in the Emporia Gazette on March 6, 2026, and provided notice to the appropriate taxing entities as required by the Act; and

WHEREAS, a public hearing was conducted by the Governing Body on March 18, 2026 on the proposed district and Development Plan after due notice in accordance with the provisions of the Act; and

WHEREAS, after considering the information presented and any public comments received at the public hearing, the Governing Body of the city finds it advisable to establish the Cedarbrook Meadows Reinvestment Housing Incentive District and adopt the Development Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing concerning the establishment of the Cedarbrook Meadows Reinvestment Housing Incentive District was given in accordance with the provisions of the Act and that the establishment of such district and adoption of the Development Plan are advisable and in the best interests of the City.

Section 2. Creation of the Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, to be known as the Cedarbrook Meadows Reinvestment Housing Incentive District, the boundaries of which are set forth in the Development Plan attached hereto as Exhibit A and incorporated herein by reference.

Section 3. Approval of Development Plan. The Cedarbrook Meadows Reinvestment Housing Incentive District Development Plan, attached hereto as Exhibit A, is hereby approved.

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on March 18, 2026, any one of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

Section 5. Reimbursement. Pursuant to the Act, the City is authorized to reimburse the developer for all or a portion of the costs of implementing the Development Plan through the use of the incremental increase in property tax revenues generated within the District and allocated to the City under the provisions of the Act.

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

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

Passed by the Governing Body of the City of Emporia, Kansas and signed by the Mayor on March 18, 2026.

Becky Smith, Mayor

ATTEST

Kerry Sull, City Clerk

DEVELOPMENT PLAN
FOR THE
Cedarbrook Meadows Addition
IN THE REINVESTMENT HOUSING INCENTIVE DISTRICT
OF THE CITY OF EMPORIA, KS
February 2026

INTRODUCTION

On December 17, 2025, the Governing Body of the City of Emporia, Kansas (the City) adopted Resolution 3783 that found and determined that:

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

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

Following the adoption of Resolution 3783, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On January 12, 2026, the Secretary of Commerce provided written confirmation, approving the establishment of the Cedarbrook Meadows Reinvestment Housing Incentive District.

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of the Cedarbrook Meadows Reinvestment Housing Incentive District is attached **as Exhibit A** to this document. The map of the District is attached as **Exhibit B** to this document.
2. **The assessed valuation is \$1,320.** All values are for land only, as no building or improvements exist. The ad valorem taxes for 2025 are \$225.60.

3. The name and address of the owner of record for the real estate within the District is Crosswinds at Flint Hills, LLC, 3910 W. 6th Ave., Stillwater, Oklahoma 74074-1745.
4. The housing and public facilities that are proposed to be constructed in the District include the following:
 - a. Housing Facilities: The housing facilities will be composed of 124 single-family homes.
 - b. Public Facilities: The City water and sanitary sewer lines will be installed and paid for by the developer. Once accepted by the City, they will become City utility lines and streets, excluding the individual service lines. Paving improvements will be installed and paid for by the developer. Once accepted by the City, they will become City streets.
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Real Property Owner: Crosswinds at Flint Hills, LLC
3910 W. 6th Ave.
Stillwater, OK 74074-1745

Developer: Crosswinds at Flint Hills, LLC
3910 W. 6th Ave.
Stillwater, OK 74074-1745

Individuals with Specific Interest: CANHILLS, LLC
Candy K. Hills, Manager
3910 W. 6th Ave. #342
Stillwater, OK 74074

Charleston Place Properties, LLC
John Matthew Keys, Manager
3910 W. 6th Ave. #231
Stillwater, OK 74074

6. The district is to be privately financed. As such, the developer or developers are not required to guarantee the financial feasibility of specific housing tax incentive projects in the proposed District.
7. Typically, the City would conduct a comprehensive analysis of the financial feasibility to determine whether the public benefits derived from the District will exceed the costs and ensure that the income from the District would be sufficient to pay for the public improvements to be undertaken in the District. However, the City will not be financing the public infrastructure for this project; therefore, a comprehensive analysis of the

financial feasibility will not be necessary. The Developer will remit all of the eligible costs and receive all of the anticipated reimbursements for this project subject to the terms of the Development Agreement.

EXHIBIT A**Legal Description**

A contiguous Tract of Land lying within the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas, as originally described and prepared on September 26, 2024, by Ernest Cantu, Jr., P.S. #1407, and Professional Engineering Consultants, P.A. (C.L.S. #65), a professional association licensed to practice surveying in the State of Kansas, said Tract of Land described based on a bearing of South 89°00'02" West, measured from the southeast corner of said Southwest Quarter of Section 6 to the southwest corner of said Southwest Quarter of Section 6, using Zone 9 of the Kansas Regional Coordinate System (Emporia Zone), with all bearings contained herein relative thereto, with distances herein measured horizontally on the ground, said Tract of Land more particularly described as follows: COMMENCING at a 1/2-inch rebar with yellow I.D. cap stamped "KVE CLS20", held for the position of the southeast corner of the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas; thence bearing South 89°00'02" West along the south line of said Southwest Quarter of Section 6 a distance of 1067.84 feet to the POINT OF BEGINNING, said point being coincident with the southwest corner of a tract of land described in General Warranty Deed, in Volume 436, Page 903, recorded on September 9, 1998, with the Office of the Register of Deeds, Lyon County, Kansas; thence continuing without deflection, bearing South 89°00'02" West along said south line of said Southwest Quarter of Section 6 a distance of 300.00 feet to the southeast corner of a tract of land described in Joint Tenancy Warranty Deed, in Book 444 of Deeds, Page 495, recorded on May 12, 2000, with said Office of the Register of Deeds, from which a 5/8-inch rebar with Lyon County I.D. cap in a circular survey monument box, held for the position of the southwest corner of said Southwest Quarter of Section 6, bears same South 89°00'02" West along said south line of the Southwest Quarter of Section 6 at distance of 1150.75 feet; thence bearing North 0°59'58" West, perpendicular from said south line of the Southwest Quarter of Section 6, along the east line of said tract of land described in Book 444, Page 495, and along the east line of a tract of land described in Warranty Deed, in Book 448 of Deeds, Page 607, recorded on June 15, 2001, with said Office of the Register of Deeds, a distance of 473.00 feet to the northeast corner of said tract of land described in Book 448, Page 607; thence bearing South 89°00'02" West, parallel with the south line of said Southwest Quarter of Section 6 and along the north line of said tract of land described in Book 448, Page 607, a distance of 400.14 feet to the northwest corner of said tract of land described in Book 448, Page 607, also being coincident with the northeast corner of a tract of land described in Individual Trustee's Deed, in Document Number 2015-04746, recorded on December 30, 2015, said point also being perpendicularly North from said south line of the Southwest Quarter of Section 6, north of a point 750.61 feet east of the southwest corner of said Southwest Quarter of Section 6 as described in said Book 448, Page 607, and as described in said Document Number 2015-04746; thence continuing without deflection, bearing South 89°00'02" West, along the north line of said tract of land described in said Document Number 2015-04746, a distance of 741.52 feet to the west line of said Southwest Quarter of Section 6, being coincident with the northwest corner of said tract of land described in said Document Number 2015-04746, from which the southwest corner of said Southwest Quarter of Section 6 bears South 0°06'04" West along said

west line at a distance of 473.09 feet; thence bearing North 0°06'04" East along said west line of the Southwest Quarter of Section 6 a distance of 1139.80 feet, from which a 5/8-inch rebar with illegible cap (possibly reset by Steven S. Brosemer, PS#752, on October 15, 2001), held for the position of the northwest corner of said Southwest Quarter of Section 6, bears North 0°06'04" East along said west line at a distance of 1027.56 feet; thence bearing North 89°45'42" East a distance of 910.45 feet; thence bearing South 89°47'19" East a distance of 50.91 feet; thence bearing North 56°32'40" East a distance of 76.62 feet; thence bearing North 89°46'33" East a distance of 450.00 feet to the west line of said tract of land described in General Warranty Deed, in Volume 436, Page 903; thence bearing South 0°57'59" West along said west line of said tract of land described in Volume 436, Page 903, a distance of 1635.42 feet to the POINT OF BEGINNING; said Tract of Land being subject to City of Emporia road right of way for West 18th Avenue on the South 45 feet thereof, as described in Right of Way Tract No. 1, in Volume 531, Page 271, recorded on March 30, 2000, with said Office of the Register of Deeds; said Tract of Land being subject to Lyon County road right of way for Road G on the West 55 feet thereof, as described in Easement Tract No. 5-A, in Volume 296, Page 509, recorded on October 14, 1966, with said Office of the Register of Deeds; said Tract of Land being subject to City of Emporia road right of way for Road G on the West 100 feet, measured along the South 260.42 feet of the most westerly line of said Tract of Land, as described in Right of Way, in Volume 541, Page 603, recorded on August 10, 2001, with said Office of the Register of Deeds; said Tract of Land thereof containing 41.839 gross acres, more or less, and containing 40.000 net acres, more or less, exclusive of said road rights of way; End of Description.

EXHIBIT B

Property Map



PROPOSED DISTRICT MAP
Cedarbrook Meadows RHID - Emporia, KS

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12.08.2025



Column

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 4 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Mar. 6, 2026

Notice ID: S0VwpJhB60OhlOTnBdio

Notice Name: Resolution 3787

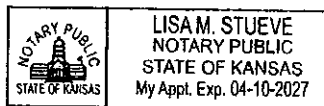
PUBLICATION FEE: \$424.37

Bettina Shank

Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

6th day of March, A.D. 2026.

Notary Public

RESOLUTION 3787

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (*Cedarbrook Meadows Subdivision*)

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 50,000 located in a county with a population of less than 80,000 to designate Reinvestment Housing Incentive Districts within such city and

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August 2023 (the "Analysis"), a copy of which is on file in the office of the City Manager; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3783 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated, January 12, 2026 authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the "District"); and

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

WHEREAS the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuations of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a Reinvestment Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares an intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, are as described herein:

Housing Facilities- The housing facilities will be composed of approximately 124 single-family homes.

Public Facilities- The City water and sanitary sewer lines will be installed and paid for by the developer. Once accepted by the City, they will become City utility lines and streets, excluding the individual service lines. Paving Improvements will be installed and paid for by the developer. Once accepted by the City, they will become City streets.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on March 18, 2026 in the City Commission Meeting Room of the Civic Auditorium, 515 Mechanic St., Emporia, Kansas; the public hearing is to commence at 11:00 AM, or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of the Public Hearing. The City Clerk is hereby authorized and directed to provide notice of the public hearing by taking the following actions:

- a. A certified copy of this resolution shall be delivered to:
 - (i) The Board of County Commissioners of Lyon County, Kansas.
 - (ii) The Board of Education of U.S.D. No. 253; and
 - (iii) The Emporia/Lyon County Metropolitan Area Planning Commission
- b. This Resolution, specifically including *Exhibits A* through *C* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.
Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on February 4, 2026.



Becky Smith
Becky Smith, Mayor

ATTEST

Kerry Sull
Kerry Sull, City Clerk

EXHIBIT A
Legal Description

A contiguous Tract of Land lying within the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas, as originally described and prepared on September 26, 2024, by Ernest Cantu, Jr., P.S. #1407, and Professional Engineering Consultants, P.A. (C.L.S.#65), a professional association licensed to practice surveying in the State of Kansas, said Tract of Land described based on a bearing of South 89°00'02" West, measured from the southeast corner of said Southwest Quarter of Section 6 to the southwest corner of said Southwest Quarter of Section 6, using Zone 9 of the Kansas Regional Coordinate System (Emporia Zone), with all bearings contained herein relative thereto, with distances herein measured horizontally on the ground, said Tract of Land more particularly described as follows: COMMENCING at a 1/2-inch rebar with yellow I.D. cap stamped "KVE CLS20", held for the position of the southeast corner of the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas; thence bearing South 89°00'02" West along the south line of said Southwest Quarter of Section 6 a distance of 1067.84 feet to the POINT OF BEGINNING, said point being coincident with the southwest corner of a tract of land described in General Warranty Deed, in Volume 436, Page 903, recorded on September 9, 1998, with the Office of the Register of Deeds, Lyon County, Kansas; thence continuing without deflection, bearing South 89°00'02" West along said south line of said Southwest Quarter of Section 6 a distance of 300.00 feet to the southeast corner of a tract of land described in Joint Tenancy Warranty Deed, in Book 444 of Deeds, Page 495, recorded on May 12, 2000, with said Office of the Register of Deeds, from which a 5/8-inch rebar with Lyon County I.D. cap in a circular survey monument box, held for the position of its southwest corner of said Southwest Quarter of Section 6, bears same South 89°00'02" West along said south line of the Southwest Quarter of Section 6 at distance of 1150.75 feet; thence bearing North 0°59'38" West, perpendicular from said south line of the Southwest Quarter of Section 6, along the east line of said tract of land described in Book 444, Page 495, and along the east line of a tract of land described in Warranty Deed, in Book 448 of Deeds, Page 607, recorded on June 15, 2001, with said Office of the Register of Deeds, a distance of 473.00 feet to the northeast corner of said tract of land described in Book 448, Page 607, thence bearing South 89°00'02" West, parallel with the south line of said Southwest Quarter of Section 6 and along the north line of said tract of land described in Book 448, Page 607, a distance of 400.14 feet to the northeast corner of said tract of land described in Book 448, Page 607, also being coincident with the northeast corner of a tract of land described in Individual Trustee's Deed, in Document Number 2015-04746, recorded on December 30, 2015, said point also being perpendicularly North from said south line of the Southwest Quarter of Section 6, north of a point 750.63 feet east of the southwest corner of said Southwest Quarter of Section 6 as described in said Book 448, Page 607, and as described in said Document Number 2015-04746; thence continuing without deflection, bearing South 89°00'02" West, along the north line of said tract of land described in said Document Number 2015-04746, a distance of 741.52 feet to the west line of said Southwest Quarter of Section 6, being coincident with the northwest corner of said tract of land described in said Document Number 2015-04746, from which the southwest corner of said Southwest Quarter of Section 6 bears South 0°06'04" West along said west line at a distance of 473.09 feet; thence bearing North 0°06'04" East along said west line of the Southwest Quarter of Section 6 a distance of 1139.80 feet, from which a 5/8-inch rebar with illegible cap (possibly reset by Steven S. Brostemer, PS#752, on October 15, 2001), held for the position of the northwest corner of said Southwest Quarter of Section 6, bears North 0°06'04" East along said west line at a distance of 1027.56 feet; thence bearing North 89°45'42" East a distance of 918.45 feet; thence bearing South 89°47'19" East a distance of 50.91 feet; thence bearing North 58°32'40" East a distance of 76.62 feet; thence bearing North 89°48'33" East a distance of 430.00 feet to the west line of said tract of land described in General Warranty Deed, in Volume 436, Page 903, thence bearing South 0°57'59" West along said west line of said tract of land described in Volume 436, Page 903, a distance of 1625.42 feet to the POINT OF BEGINNING; said Tract of Land being subject to City of Emporia road right of way for West 18th Avenue on the South 45 feet thereof, as described in Right of Way Tract No. 1, in Volume 531, Page 271, recorded on March 30, 2000, with said Office of the Register of Deeds; said Tract of Land being subject to Lyon County road right of way for Road G on the West 55 feet thereof, as described in Easement Tract No. 5-A, in Volume 396, Page 309, recorded on October 14, 1966, with said Office of the Register of Deeds; said Tract of Land being subject to City of Emporia road right of way for Road G on the West 100 feet, measured along the South 260.42 feet of the most westerly line of said Tract of Land, as described in Right of Way, in Volume 541, Page 603, recorded on August 10, 2001, with said Office of the Register of Deeds; said Tract of Land thereof containing 41.839 gross acres, more or less, and containing 40.800 net acres, more or less, exclusive of said road rights of way; End of Description.

EXHIBIT B
Map





EXHIBIT C

Owners of Record and Assessed Valuation

Real Property Owner:	Crosswinds at Flint Hills, LLC 3910 W. 6 th Ave. Stillwater, OK 74074-1745
Developer:	Crosswinds at Flint Hills, LLC 3910 W. 6 th Ave. Stillwater, OK 74074-1745
Individuals with Specific Interest:	CANHILLS, LLC Candy K. Hills, Manager 3910 W. 6 th Ave. #342 Stillwater, OK 74074 Charleston Place Properties, LLC John Matthew Keys, Manager 3910 W. 6 th Ave. #231 Stillwater, OK 74074

The assessed valuation of Parcel 193060000001050 is \$1,310. All values are for land only, as no building or improvements exist. The ad valorem taxes for 2025 are \$225.60.



Commission Action Report

Ordinance No. 26-04 Rezoning Property Located at
1028 Whittier Street from Commercial (C) to Flex-Use Low (FL)

Title: Ordinance No. 26-04 Rezoning Property Located at 1028 Whittier Street
from Commercial (C) to Flex-Use Low (FL)

Agenda Date: March 18, 2026

Presented By: Justin Givens, Interim Director, Building & Neighborhood Development

Background:

The owner of property located at 1028 Whittier Street, has requested that the property be rezoned from Commercial (C) parcel type to Flex-Use Low (FL). The request comes as the owners intend to build additional apartments and a community food pantry to complement the existing units within the Whittier Apartments complex.

The Planning Commission, at their February 17, 2026, meeting, conducted the required public hearing, and made a unanimous recommendation for approval to the City Commission.

Discussion:

The proposed rezoning would allow the property owner to build an additional 48-units in two buildings and a third building, that would house a community food pantry.

The Governing Body, when considering a recommendation from the Planning Commission on a Rezoning Application may; 1) Adopt the ordinance as presented or with conditions that the Governing Body sees fit; 2) Override the Planning Commission's recommendation by a 2/3 majority vote of the entire City Commission; 3) Table the request for further study; 4) Return the application to the Planning Commission, giving reasons for doing so.

Financial considerations:

The cost of publication of the ordinance is borne by the City.

Recommended action:

Approve Ordinance No. 26-04 Rezoning Property Located at 1028 Whittier Street from Commercial (C) to Flex-Use Low (FL)

Attachments:

Rezoning Ordinance
Aerial Location Map
Area Zoning Map
Excerpt of Minutes from Planning Commission meeting including the Staff Report

ORDINANCE NO. 26-04

AN ORDINANCE REZONING LAND IN THE CITY OF EMPORIA, KANSAS FROM COMMERCIAL (C) PARCEL TYPE TO FLEX-USE LOW (FL) PARCEL TYPE AND AMENDING THE OFFICIAL ZONING MAP TO CONFORM WITH SAID ZONING

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

Section 1. The following described property is hereby rezoned from Commercial (C) Parcel Type to that of Flex-Use Low (FL) Parcel Type to wit:

BEGINNING 664 FEET NORTH OF A STONE 656 FEET WEST OF THE SOUTHEAST CORNER OF THE NE1/4 OF THE SW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE NORTH AD AT RIGHT ANGLES WITH THE SOUTH LINE OF THE N1/2 OF SAID SW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11, 325 FEET TO THE SOUTHWEST CORNER OF A TRACET OF LAND SOLD TO R.M. GAMMELL, THENCE EAST AND PARALLEL WITH TH ENROTH LINE OF SAID SW1/4 OF SECTION 11, AND UPON THE SOUTH LINE OF SAID GAMMELL'S TRACT 656 FEET TO THE EAST LINE OF SIAIDE SW1/4 OF SECTION 11, THENCE SOUTH ON SAID EAST LINE 325 FEET, THENCE AT RIGHT ANGLES WITH THE LAST DESCRIBED EAST LINE, 656 FEET TO PLACE OF BEGINNIG. LESS THE EAST 322 FEET OF THE DESCRIBED TRACT. EMPORIA, LYON COUNTY, KANSAS

And generally located at 1028 Whittier St., Emporia, KS

Section 2. This ordinance shall become effective upon publication in the official city newspaper.

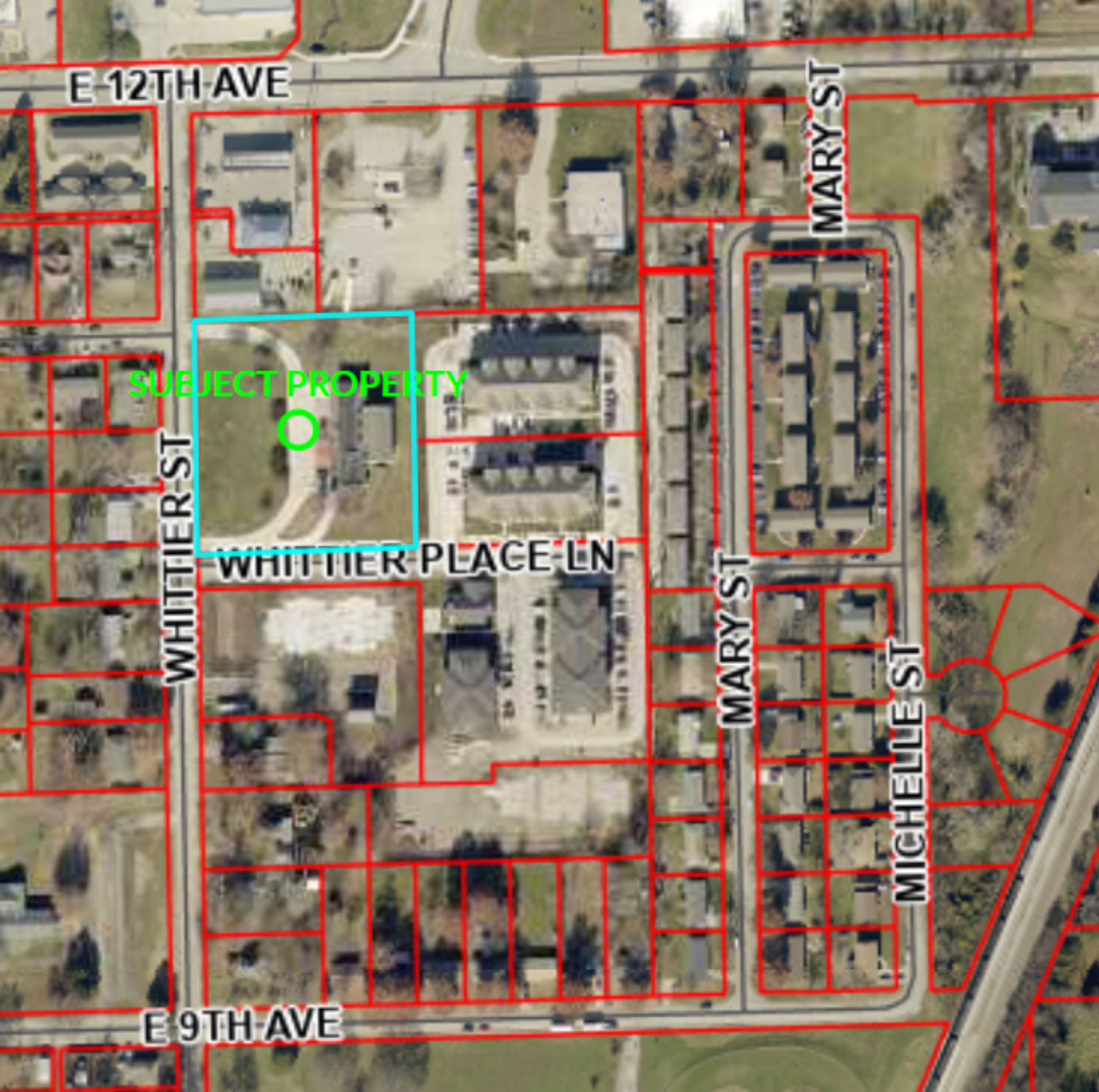
PASSED AND APPROVED on this 18th day of March 2026.

BECKY SMITH, Mayor

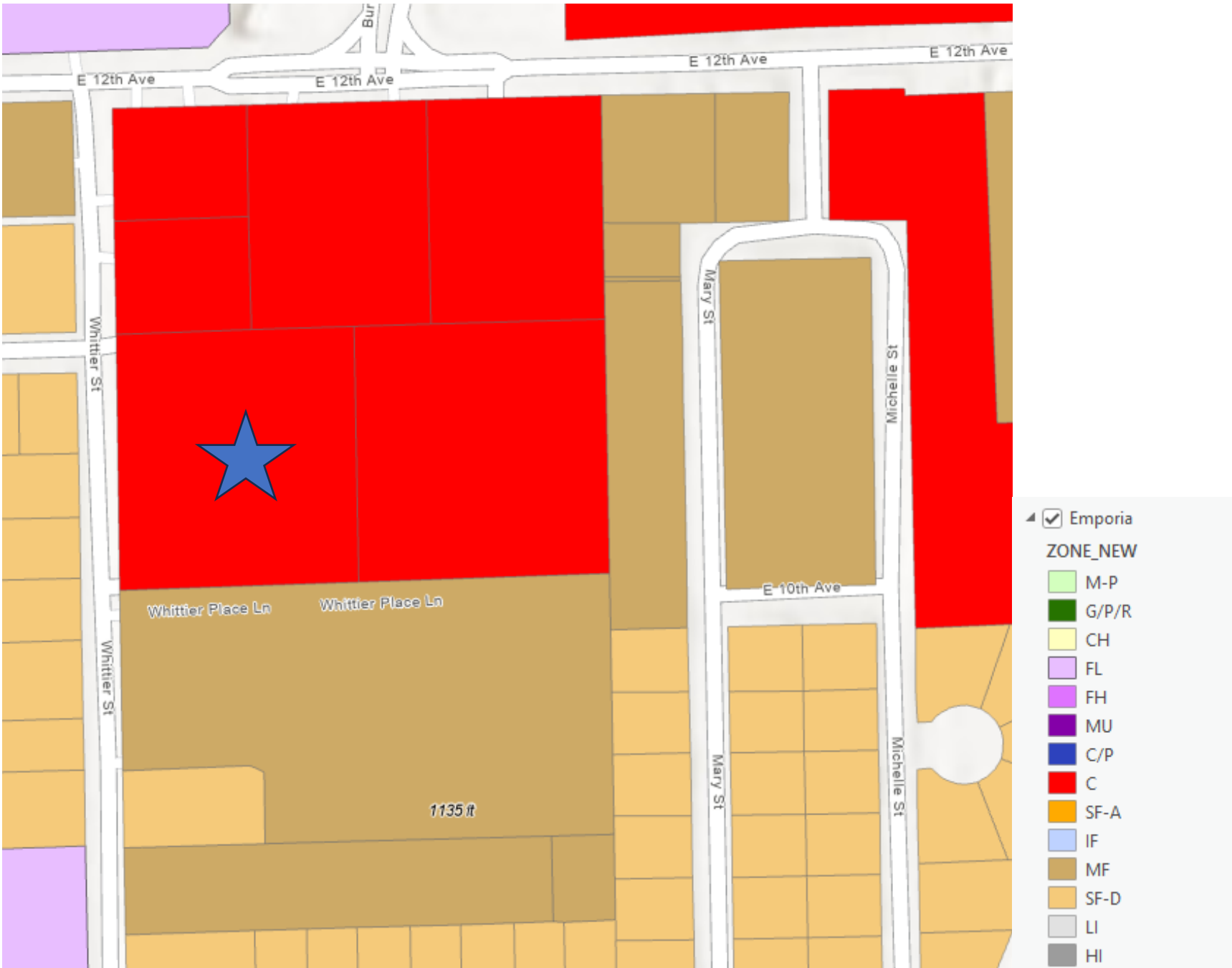
ATTEST:

KERRY SULL, City Clerk

Whittier IV Rezoning
Aerial Photo



Whittier IV Rezoning Zoning Map





**EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION
EXCERPT OF MINUTES OF FEBRUARY 17, 2026
REGULAR MEETING**

The Planning Commission met in a regular session on Tuesday, February 17, 2026, with Commissioner Kenton Thomas presiding. Commissioners Lingenfelter, Fowler, Reed, Gilligan, Larson, and Johnson were present.

City staff: Justin Givens, Interim Director, Building & Neighborhood Development, was present.

Thomas called the meeting to order.

2. Planning Commission: Consider PC 2026—01, a Request for Rezoning of Property Located at 1028 Whittier St. from Commercial to Flex-Use Low.

Thomas asked if proper notice had been given. **Givens** confirmed that proper notice was provided.

Thomas asked if any Commissioners needed to recuse themselves or report any ex-parte communications. No ex-parte communications or conflict of interests were reported.

Givens provided the Staff Report.

STAFF REPORT

Application #: PC 2026-01

Applicants: Merak Development, LLC

Requested Action: Consider a request to rezone property from Commercial (C) to Flex-Use Low (FL)

Purpose: Applicant desires the rezoning to facilitate the construction of new multi-family units and food pantry.

Address: 1028 Whittier St., Emporia, KS

Legal Description: BEGINNING 664 FEET NORTH OF A STONE 656 FEET WEST OF THE SOUTHEAST CORNER OF THE NE1/4 OF THE SW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE NORTH AD AT RIGHT ANGLES WITH THE SOUTH LINE OF THE N1/2 OF SAID SW1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11, 325 FEET TO THE SOUTHWEST CORNER OF A TRACET OF LAND SOLD TO R.M. GAMMELL, THENCE EAST AND PARALLEL WITH TH ENROTH LINE OF SAID SW1/4 OF SECTION 11, AND UPON THE SOUTH LINE OF SAID GAMMELL'S TRACT 656 FEET TO THE EAST LINE OF SIAIDE SW1/4 OF SECTION 11, THENCE SOUTH ON SAID EAST LINE 325 FEET,

THENCE AT RIGHT ANGLES WITH THE LAST DESCRIBED EAST LINE, 656 FEET TO PLACE OF BEGINNING. LESS THE EAST 322 FEET OF THE DESCRIBED TRACT.

Lot Size: 2.3 acres (100,425)

Existing Zoning: Commercial

Future Zoning in ELC Comp. Plan: Commercial

Surrounding Zoning:

North – Commercial

East – Multi-Family

South – Multi-Family

West – Single-Family Detached

Surrounding Actual Uses:

North – Automotive Repair | Convenience Store | Fast Food Restaurant

East – Whittier Place Apartments

South – Whittier Place Apartments

West – Single-Family Detached Houses

Analysis: The applicant is proposing to extend the current Whittier Place Apartment Complex by adding two 24-unit apartment homes that would be located on what is currently Abundant Harvest property. The applicants have secured the property, and while the existing building will need to be razed for the proposed new addition, a separate food pantry building will be constructed on site. The additional 48 new units will compliment the existing and currently under construction 132 units.

Considerations: Factors to be Considered for a Rezoning (Section 9.8.3.a.8. of the Zoning Regulations)

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based using the following guidelines: **Staff Commentary in Bold**

1. Whether the change or approval would be consistent with these regulations; **Extending the area that multi-family units could be built, would be consistent with the zoning regulations. The area has already been contemplated for multi-family and adding this area would not be inconsistent with the regulations. Flex-Use is being proposed for this particular portion as it would allow for the added element of the food pantry, which would be considered a commercial use.**
2. The character and condition of the neighborhood and its effect on the proposed change; **Extending the number of multi-family units in the area would not change or harm the character or condition of the neighborhood. The proposed development would be an extension of the current multi-family area.**
3. The zoning and uses of properties nearby; **Most of the adjacent property consists of the Whittier Place Apartments and other commercial uses. The single-family detached**

property to the west will be separated by a street, retention area and parking that will limit the intrusion of the project.

4. The suitability of the subject property for the uses to which it has been restricted; **Staff would contend that the existing zoning of Commercial would have a greater impact on the existing neighborhood if the property was to fully develop under Commercial regulations. The Flex-Use zoning would limit the allowed commercial uses and regulate the built environment better so that the proposed future uses are more compatible with the general area.**
5. The extent to which removal of the restrictions will detrimentally affect nearby property; **Property values for the single-family detached homes that abut the existing multi-family units have steadily increased in a manner that is consistent with other properties in the city. Staff does not see that the additional units would bring a detrimental impact to the nearby properties.**
6. The length of time the subject property has remained vacant as zoned; **While the property has not been vacant, the property has been underutilized with the Abundant Harvest building actually only occupying a small portion of the property. The removal of the current building would allow for a better use of the entire property, while also maintaining the social service aspect of the former Abundant Harvest program.**
7. The relative gain to the public health, safety, and welfare by the destruction of the value of plaintiff's property as compared to the hardship imposed upon the individual landowner public services, including transportation, exist or can be provided to serve the uses that would be permitted on the property if it were reclassified or granted a conditional use; **Extending the multi-family units in this area is a logical progression for the area. Adequate public services exist in the area and the additional units would not create an undue hardship on those services. Phase III and this phase also have worked to reduce the impact of the development on the drainage concerns in the area. Stormwater retention/detention has been a priority for staff since issued arose with Phase I.**
8. The recommendations of a permanent or professional planning staff; **Staff is supportive of the request.**
9. The conformance of the requested change to Plan ELC; **Plan ELC promotes the adaptive use of infill lots such as this project, and additional units will help to meet the housing demand in the community.**
10. Such other factors as are deemed relevant by the Planning Commission or Governing Body.

Neighborhood Communications: Staff has received several phone and email inquiries about the proposed rezoning and has provided written correspondence as part of the agenda report.

Recommendation: Staff recommends the Planning Commission make a motion of approval for the Rezoning to the Governing Body based on the following;

- 1) The request is consistent with the Comprehensive Plan;
- 2) The request conforms to the intent of the Zoning Regulations
- 3) There would not be a negative impact on the existing neighborhood

The Public Hearing was opened.

Givens submitted a written statement from the applicant in support of the rezoning.

No Person Spoke Against the Rezoning.

The Public Hearing was closed.

After a brief discussion;

Commissioner Johnson made a motion to recommend approval of the rezoning to the Governing Body. Commissioner Gilligan seconded the motion. The motion carried 7-0.

Respectfully Submitted,

Justin Givens, Secretary



P.O. Box 14319 Springfield, MO 65814

Rezoning Request

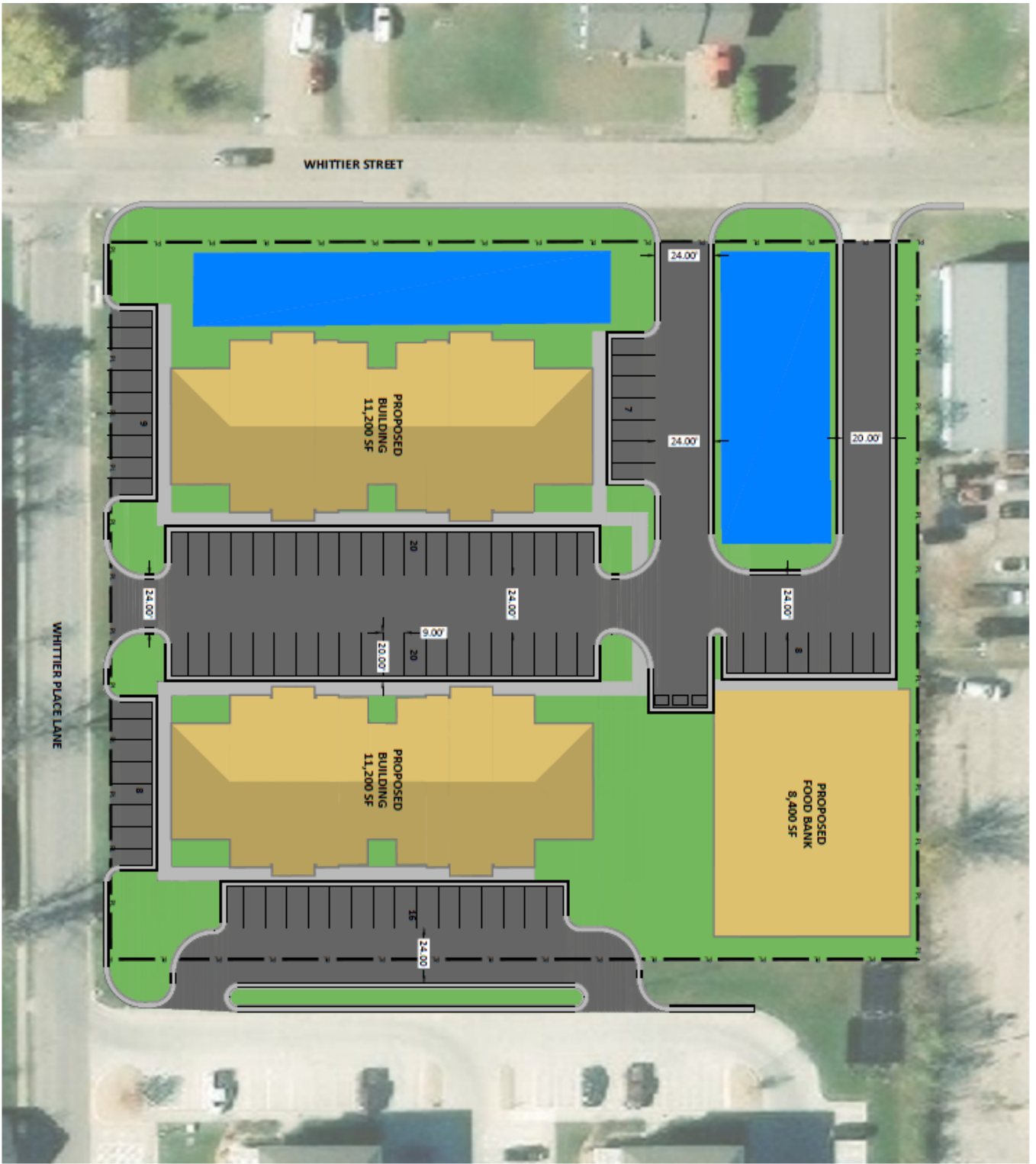
Whittier Place Apartments Phase IV

This rezoning request is submitted to allow for the development of 48 garden-style residential units as a fourth phase of the Whittier Place Apartments in Emporia. The proposed phase represents a logical continuation of the existing multifamily community and is designed to complement the scale, character, and operational framework of the established development.

The additional residential units will provide long-term housing opportunities while making efficient use of existing infrastructure and adjacent development patterns. The garden-style configuration is consistent with surrounding land uses and supports neighborhood compatibility through appropriate building massing, setbacks, and site circulation.

In addition to the residential component, the proposed phase includes an integrated community food bank designed to replace low income community services lost on the site when Abundant Harvest ceased operating. The food bank will function with designed intensity to minimize traffic impacts. Its inclusion supports resident stability, reduces transportation barriers, and enhances the overall community benefit of the development.

Approval of the requested rezoning will enable the continued, orderly expansion of Whittier Place Apartments while supporting housing stability and essential community services in a manner consistent with local planning objectives.



SITE INFORMATION

1. Current Zoning: C3 Commercial
2. Proposed Zoning: Free use
3. Site Area: 2.50 Acres
4. Building Height: Maximum of 4 floors
- 3 Floors Proposed
5. Building Setbacks:
 - Front: 0
 - Side: 0
 - Rear: 0
6. Parking Requirements:
 - 1.5 per unit = 36 spaces per Apartment Building
 - 80 spaces provided
 - 8 spaces for food bank



Commission Action Report

Ordinance No. 26-03 Annexing Land Located at
600 Overlander Street Pursuant to K.S.A. 12-520

Title: Ordinance No. 26-03 Annexing Land at 600 Overlander Street
Pursuant to K.S.A. 12-520

Agenda Date: March 18, 2026

Presented By: Justin Givens, Interim Director, Building & Neighborhood Development

Background:

The City of Emporia has received a consent to annexation from the owner of property located at 600 Overlander Street. The property adjoins the city and is eligible for annexation under K.S.A. 12-520. The annexation request is in anticipation of a future request for services and development on the property.

The property is currently zoned Lyon County Light Industrial. Upon annexation, the property retains its zoning designation and will need to be rezoned to a City Zoning Parcel Type prior to any additional development of the property.

The subject property is within the natural growth area of the city and has public infrastructure readily available. PLAN ELC, the city/county comprehensive plan, anticipates the property use continuing as light industrial.

Discussion:

K.S.A. 12-520, permits a city to annex land if the land adjoins the city, and the owner of the subject property has consented to the annexation.

Kansas Annexation Law specifically allows that when a property that adjoins the city, and the owner has consented to annexation, no review from either a city or county Planning Commission, or the Board of County Commissioners is required. The only required action is for the City Commission to adopt an ordinance annexing the property.

Financial considerations:

The cost of publication of the ordinance is borne by the City.

Recommended action:

Approve Ordinance No. 26-03 Annexing Land at 600 Overlander Street. Pursuant to K.S.A. 12-520

Attachments:

Annexation Ordinance
Application Annexation, Consent for Annexation & Exhibits
Aerial Location Map
Zoning Map

ORDINANCE NO. 26-03

AN ORDINANCE ANNEXING LAND TO THE CITY OF EMPORIA, KANSAS.

WHEREAS, the following described land adjoins the City of Emporia, Kansas and is generally located at 600 Overlander St., Emporia, KS. 66801;

WHEREAS, a written petition for annexation of the following described land, signed by all of the owners thereof, has been filed with the City of Emporia, Kansas pursuant to K.S.A. 12-520, as amended; and

WHEREAS, the governing body of the City of Emporia, Kansas, finds it advisable to annex such land.

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

SECTION 1. That the following described land is hereby annexed and made part of the City of Emporia, Kansas:

A TRACT IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, AS SURVEYED AND DESCRIBED BY AARON C. DAVIS, PS1368, ON JULY 8, 2025, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE N.00°41'24"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SE¼ FOR 660.00 FEET;

THENCE S.87°53'50"W. FOR 30.00 FEET A POINT ON THE WEST RIGHT OF WAY LINE OF OVERLANDER ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 IN OVERLANDER ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, AND THE POINT OF BEGINNING;

THENCE CONTINUING S.87°53'50"W. ON THE SOUTH LINE OF SAID LOT 1 FOR 330.00 FEET;

THENCE S.00°41'24"E. PARALLEL WITH SAID EAST LINE FOR 170.00 FEET;

THENCE N.87°53'50"E. FOR 330.00 FEET TO THE WEST RIGHT OF WAY LINE OF OVERLANDER ROAD;

THENCE N.00°41'24"W. ON SAID WEST RIGHT OF WAY LINE FOR 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.29 ACRES.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 18TH day of March, 2026.

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



PLANNING AND
ZONING DEPARTMENT
P.O. Box 928
Emporia, KS 66801
Phone: 620-343-4268
www.emporiaks.gov

**Application For:
Annexation**

This form and all accompanying information must be completed and signed in accordance with the provided instructions and filled with the City of Emporia. A site plan, drawn to scale, showing property lines, roads, driveways, existing and proposed structures, parking stalls, landscaping, fences, and other topographical features may be required to process this application.

AN INCOMPLETE APPLICATION CANNOT BE PROCESSED

Date: 02/20/2026

Contact Information:

Owner(s) of the Property Requesting the Annexation:

Name: Midcontinent Orion Corporation LLC
Address: P. O. BOX 1474 Emporia, Kansas 66801
Phone: 620-344-1469 Email: jeffh@glacierp.net

Primary Contact? Yes No (Please Check)

Agent Representing the Applicant (if applicable):

Name: _____
Address: _____
Phone: _____ Email: _____

Primary Contact? Yes No N/A (Please Check)

Contract Purchaser (if applicable):

Name: _____
Address: _____
Phone: _____ Email: _____

Primary Contact? Yes No N/A (Please Check)

PROPERTY INFORMATION:

1. Current Parcel Type (Zoning District): Light Industrial, (L-1)

2. Proposed Use: Equipment Yard

3. Current Use of Property: Equipment Yard

4. Location of Property: Approx. 701 Overlander Rd. Emporia, Kansas
Address:

Legal Description: Attachment "A"

If property is not platted, a legal description of the property is required to be attached to the application.

5. General Property Information:

a. Size of Property: 56100 (1.29 ac) Square Feet

b. Depth of Property: 330 Feet

c. Width of Property: 170 Feet

6. Consent for Annexation: A signed and notarized Consent for Annexation must accompany this application. The form must be signed by all owners of the property. See Attached Petition for Annexation.

Certification:

The undersigned acknowledges and certifies the following:

1. They have been advised of the process for annexation into the City Limits.
2. That the information given herein is correct.
3. This application is accompanied by a signed and notarized Consent for Annexation of all property owners.
4. That all documents are attached hereto as noted in the instruction.
5. That the Emporia Planning Commission and Governing Body have the authority to require such conditions as are deemed necessary and reasonable in order to serve the public interest.
6. That this application cannot be processed unless it is complete and accompanied by all required documents.

MIDCONTINENT ORION Corporation

J.C. Hawes
Property Owner(s) J.C. Hawes, President

02/20/2026
Date

Agent (if applicable) _____

_____ Date

Contract Purchaser (if applicable) _____

_____ Date

CONSENT TO ANNEXATION

TO THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

The undersigned owner(s) of the following legally described land, located generally, approximately 701 Overlander Rd., hereby formally consents to annexation of such land into the City of Emporia, Kansas:

Attachment A

LEGAL OWNER(S)

Midcontinent Orion LLC

J.C. Hawes

By: J.C. Hawes, President

Name Typed

ACKNOWLEDGEMENT

STATE OF KANSAS}

COUNTY OF LYON}

BE IT REMEMBERED, On this 20 day of February, 2024 before me, the undersigned, a notary public in and for the County and State aforesaid, came J.C. Hawes, President such person being personally known to me to be the same person who executed the within instrument of writing and duty acknowledged the execution of the same.

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

Cristin L. Stice

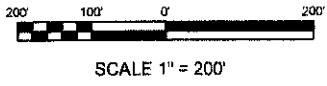
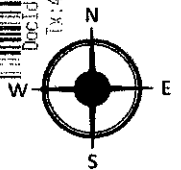
Notary Public



BOUNDARY SURVEY

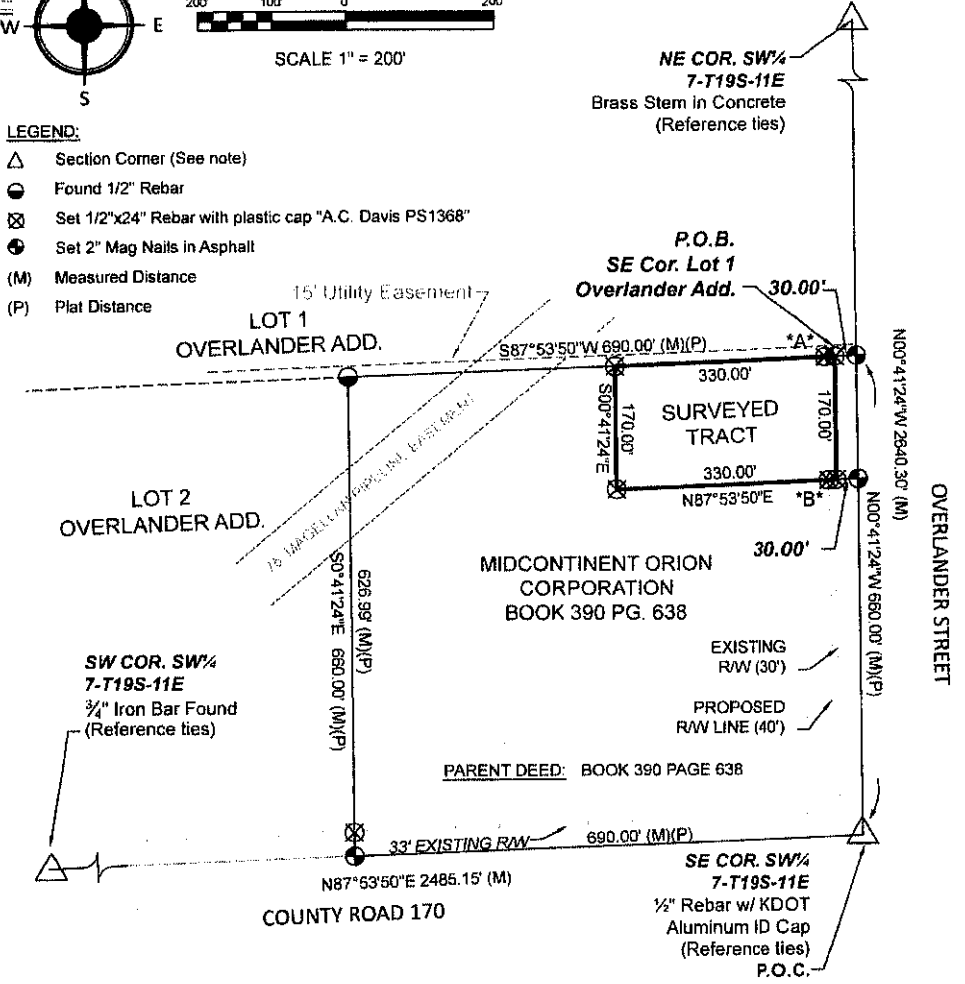
A TRACT IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

STATE OF KS LYON CO
 WENDY L. WEISS, REGISTER OF DEEDS
 2025-02095
 REC FEE: 21.00 07/21/2025 01:36 PM
 PAGES: 1



LEGEND:

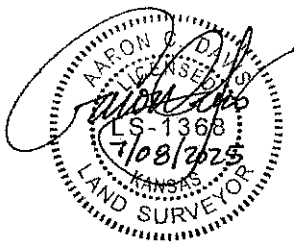
- △ Section Corner (See note)
- Found 1/2" Rebar
- ⊗ Set 1/2"x24" Rebar with plastic cap "A.C. Davis PS1368"
- ⊕ Set 2" Mag Nails in Asphalt
- (M) Measured Distance
- (P) Plat Distance



Reviewed by the County Surveyor this 11 day of July 2025.
 This survey has been reviewed for filing, pursuant to K.S.A. 58-2055 and K.S.A. 58-2011 for content only and is in compliance with those provisions. No other warranties are extended or implied.

Aaron C. Davis
 County Surveyor of Lyon County, Kansas

SURVEYOR'S CERTIFICATE:
 I, Aaron C. Davis, Professional Surveyor #1368 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on July 08, 2025. This plat is true and correct to the best of my knowledge and belief.



LEGAL DESCRIPTION: (SURVEYED TRACT)
 A TRACT IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, AS SURVEYED AND DESCRIBED BY AARON C. DAVIS, PS1368, ON JULY 8, 2025, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;
 THENCE N.00°41'24"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID SE 1/4 FOR 680.00 FEET;
 THENCE S.87°53'50"W. FOR 30.00 FEET A POINT ON THE WEST RIGHT OF WAY LINE OF OVERLANDER ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 IN OVERLANDER ADDITION TO THE CITY OF EMPORIA, LYON COUNTY, KANSAS, AND THE POINT OF BEGINNING;
 THENCE CONTINUING S.87°53'50"W. ON THE SOUTH-LINE OF SAID LOT 1 FOR 330.00 FEET;
 THENCE S.00°41'24"E. PARALLEL WITH SAID EAST LINE FOR 170.00 FEET;
 THENCE N.87°53'50"E. FOR 330.00 FEET TO THE WEST RIGHT OF WAY LINE OF OVERLANDER ROAD;
 THENCE N.00°41'24"W. ON SAID WEST RIGHT OF WAY LINE FOR 170.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1.29 ACRES.

- SURVEY NOTES:**
1. Field work completed July 3, 2025
 2. All bearings shown are grid, Kansas State Plane South Zone NAD83 (2011)
 3. No research was made for record easements by agreement with client
 4. See Land Survey Reference Reports for more information regarding section corners, method of recovery or establishment and reference ties
 5. *A* - 40' Witness Corner set at proposed 40' R/W
 6. *B* - 40' Witness Corner set at proposed 40' R/W

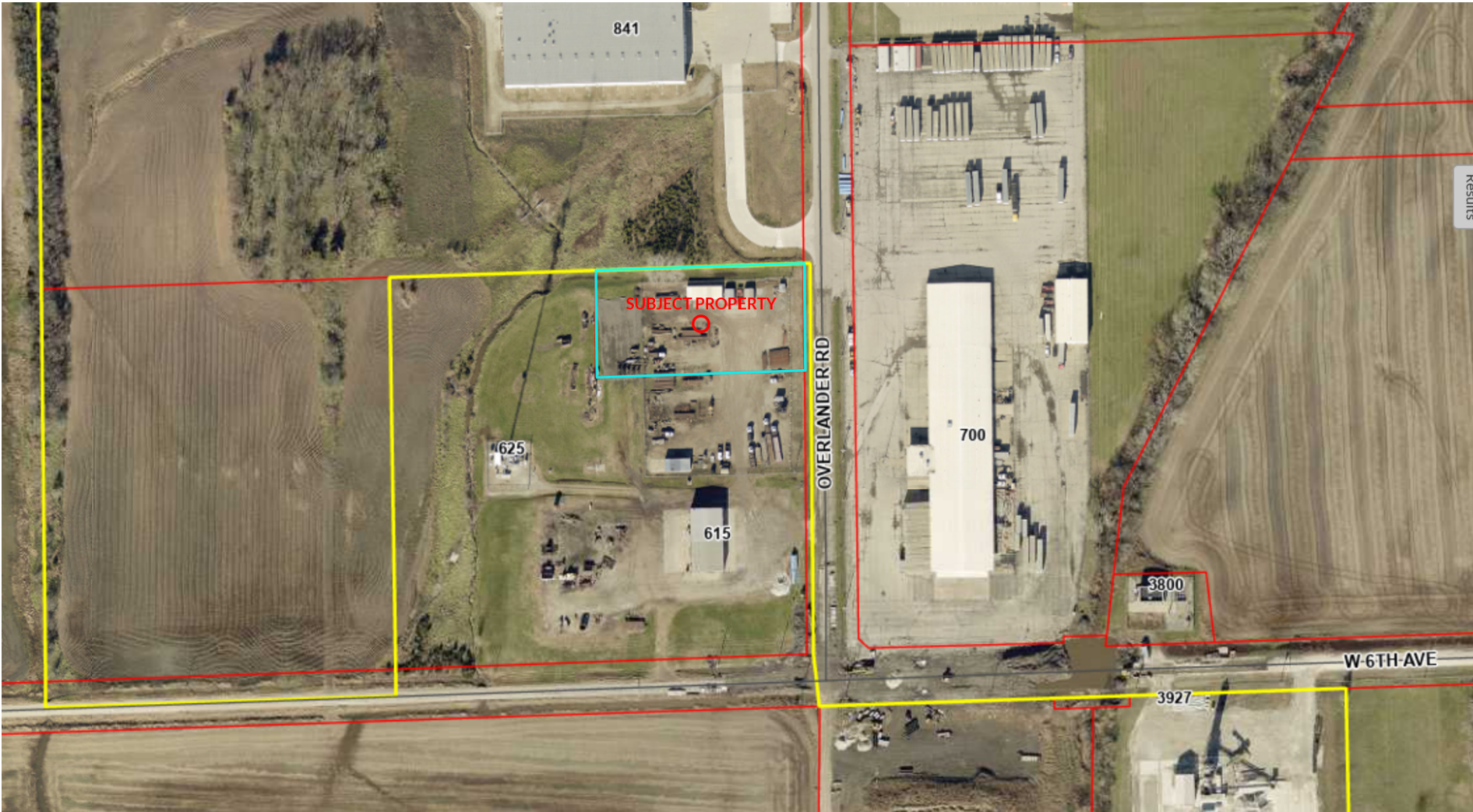
Aaron C. Davis, LS 1368

CLIENT:
 JEFF HAWES
 815 OVERLANDER ROAD
 EMPORIA, KS 66801

DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 115 W 5th Avenue, Emporia, Kansas 66801
 www.driggsdesign.com (620) 342-7491

Project No: 2025-149-02
 Date: 07-08-2025
 Scale: 1" = 200'
 Sheet No: 1 of 1
 Drawn By: PB

600 OVERLANDER ST
Aerial Location Map



600 OVERLANDER ST
Zoning Map





Commission Action Report

KDOT CCLIP FY2028 Agreement 1111-25

Title: KDOT CCLIP-SP FY2028 Mill and Overlay on US-50 Highway (6th Avenue) from Lincoln Street to Neosho Street Agreement, KDOT Agreement No. 1111-25

Agenda Date: February 7, 2024

Presented By: Jon Proehl, Engineering Project Manager

Background:

The City of Emporia application for the mill and overlay project on US-50 Highway was awarded to the City by KDOT on July 28, 2025.

Discussion:

The mill and overlay project will provide needed maintenance and repair for this portion of US-50 Highway (6th Avenue) from Lincoln Street to Neosho Street.

Financial considerations:

KDOT has allocated \$400,000.00 for construction and construction engineering. The City will be responsible for all preliminary Engineering, Right of Way, and Utility Costs, 10% of approved costs up to the \$400,000.00 and all other costs over that amount. The City's share will be paid from the city's portion of the county-wide sales tax. The City's share is estimated to be \$300,000.

Recommended action:

Staff recommends approval of the KDOT CCLIP-SP Agreement for the mill and overlay project on US-50 Highway (6th Avenue) from Lincoln Street to Neosho Street and authorize the mayor to sign KDOT Agreement 1111-25.

Attachments:

KDOT Agreement 1111-25

PROJECT NO. 56 U-2599-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and the **City of Emporia, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The City has applied for, and the Secretary has approved, a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on West 6th Avenue / US-50, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Emporia, Kansas, with its place of business at 522 Mechanic Street, PO Box 928, KS 66801.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway, any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits, is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for US-50 from Prairie Street to Neosho Street, in Emporia, Kansas, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.

25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000
City	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached
	100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached
	100% of Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments
	100% of Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City shall be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.
2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.
3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
4. **Indemnification by Contractors.** The City shall require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
5. **Design and Specifications.** The City shall be responsible for making or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.
6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
7. **Performance Bond.** The City shall require the Contractor to provide a performance bond at a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City shall follow a schedule for the design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City shall move or adjust, or cause to be moved or adjusted, and shall be responsible for, such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City shall prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it shall not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City shall require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link to be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By signing this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other

markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City shall maintain control of access rights and prohibit the construction or use of any entrance or access point along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans shall depict the Project Limits. The Eligible/Participating bid items must be shown separately and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City shall furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City shall provide to KDOT's Bureau of Local Projects with an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City shall promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, shall be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City shall: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A.

§ 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation shall constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City shall provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City shall require at a minimum all personnel, whether City or Consultant, to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City shall provide the Secretary with an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City shall request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing that the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City shall participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits

reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link within City limits. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction that the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

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. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Attachment
Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.



Approval of Lease Purchase 2026 Ford Maverick XL AWD

Title: Equipment Lease Purchase Agreement 2026 Ford Maverick
Agenda Date: March 18, 2026
Presented By: Trey Cocking, City Manager

Background:

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

The City is interested in entering into a lease purchase agreement with ESB Financial to finance the acquisition of a 2026 Ford Maverick XL AWD for City operation.

Key Points

- Acquisition of one 2026 Ford Maverick XL AWD for City operations.
- Total capital cost of the vehicle: \$31,349.00.
- Financing through a tax-exempt equipment lease purchase agreement with ESB Financial.
- Lease term runs through 2030 with semiannual payments of \$3,599.02.
- Average effective taxable interest rate: 6.42 percent.
- Payments will be made from the General Fund.

Discussion:

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

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

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



Approval of Lease Purchase

2026 Ford Maverick XL AWD

Financial Considerations:

- Capital Cost: \$31,349.00
- Total Payments Over Term: \$35,990.20
- Total Interest Cost: \$4,641.20
- Funding Source: General Fund.

Recommended Action:

Authorize the City Manager to execute the Equipment Lease Purchase Agreement with ESB Financial and related documents for the acquisition of one 2026 Ford Maverick XL AWD.

Attachments:

- Vehicle Purchase Agreement – John North Ford
- Equipment Lease Purchase Agreement – ESB Financial

EQUIPMENT LEASE PURCHASE AGREEMENT

By and between

ESB Financial

as Lessor

and

City of Emporia

as Lessee

Dated as of March 4, 2026

EQUIPMENT LEASE PURCHASE AGREEMENT

This EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), dated as of March 4, 2026, and entered into between ESB Financial, 801 Merchant, Emporia, KS 66801 ("Lessor") and City of Emporia, 522 Mechanic Street, Emporia, KS 66801 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Kansas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit A, to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of Kansas to enter into this agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title, and interest in, to and under this Agreement and the Equipment may be assigned for the benefit of the Registered Owners.

"Agreement" means this Equipment Lease Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Sections 13.06 and 13.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit A, Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 7.01 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which the Lease was entered into by Lessee and Lessor.

"Lease Participation Certificates" means certificates evidencing a right to receive a pro rata share of Rental Payments and Purchase Price Payments.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Registered Owners" means the registered owners of Lease Participation Certificates.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Kansas.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Kansas Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment, except that future acquisitions of items of Equipment shall be acquired by Lessee pursuant to competitive bids in compliance with applicable law.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of the Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The estimated total cost of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Purchase Payments during the entire Lease Term can be obtained. Lessee and Lessor acknowledge that appropriation for Lease Purchase Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all lease Purchase Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term Lessee will use funds appropriated for this Agreement for no other purpose other than to pay the Lease Purchase and other amounts due hereunder.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, exclusively from legally available monies in the General Fund and such other funds as may be designated by the Lessee, in lawful money of the United States of America, without notice or demand, to Lessor, in such amounts and at least ten (10) business days prior to the dates set forth on Exhibit B hereto, at the address set forth on the first page hereof, or such other address as Lessor, or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 30 days of the due date thereof shall be subject to a late payment charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than Ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. *EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.*

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that the Lessor is neither a manufacturer nor a vendor of such Equipment. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's representation shall be against the Vendor of the Equipment and not against Lessor. Any such matter shall not have any affect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms.

(a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price plus \$1.00 to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of his interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent as agent for Lessee. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. Lease Participation Certificates may be executed and delivered by the Agent to Registered Owners, if any. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or Registered Owner any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement.

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement or any Lease, may declare all Rental Payments due or to become due with respect to any or all Leases during the Fiscal Year in effect when the default occurs to be immediately due and payable by lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee and/or take possession of any or all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; or in the event lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.

(c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Purchase Option Prices of the Equipment or Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of the clauses (I), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee.

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement and/or any Lease hereunder prior to the payment of all Rental Payments or the applicable Prepayment Price in accordance with each Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.05. Force Majeure. If by any reason of Force Majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee or the Agent.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee; provided that no amendment that affects the rights of the Registered Owners shall be effective unless it shall have been consented to by the Registered Owners of a majority, in principal amount, of the Lease Participation Certificates, if any, then outstanding.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

LESSEE

ESB Financial

City of Emporia

By: _____
Brian DeWitt, Excutive Vice President

By: _____
Trey Cocking, City Manager

(SEAL)

ATTEST:

By: _____
Janet Harrouff, Director of Finance

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease Purchase Agreement.

Qty. Description

One (1) 2026 Ford Maverick XL AWD VIN:3FTTW8BA5TRA03397

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Emporia, KS.

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of City of Emporia, a brief statement about why the equipment listed in Exhibit A has been acquired. This statement should address the following questions:

- 1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?**
- 2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?**
- 3. Was this equipment chosen through competitive bidding or by another method?**
- 4. Which internal fund will be used to make the lease payments?**

In answer to the above, the following is submitted:

The Equipment will be used for Government Transportation. The equipment was chosen through competitive bidding. This lease purchase obligation will be paid from monies in the General Fund.

City of Emporia

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

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee.

RENTAL PAYMENT SCHEDULE

<u>Payment No.</u>	<u>Date</u>	<u>Lease Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Lease	3/4/2026				\$ 31,349.00
1	3/4/2026	\$ 3,599.02	\$ -	\$ 3,599.02	\$ 27,749.98
2	9/4/2026	\$ 3,599.02	\$ 890.77	\$ 2,708.25	\$ 25,041.73
2026 Totals		\$ 7,198.04	\$ 890.77	\$ 6,307.27	
3	3/4/2027	\$ 3,599.02	\$ 803.84	\$ 2,795.18	\$ 22,246.55
4	9/4/2027	\$ 3,599.02	\$ 714.11	\$ 2,884.91	\$ 19,361.64
2027 Totals		\$ 7,198.04	\$ 1,517.95	\$ 5,680.09	
5	3/4/2028	\$ 3,599.02	\$ 621.51	\$ 2,977.51	\$ 16,384.13
6	9/4/2028	\$ 3,599.02	\$ 525.93	\$ 3,073.09	\$ 13,311.04
2028 Totals		\$ 7,198.04	\$ 1,147.44	\$ 6,050.60	
7	3/4/2029	\$ 3,599.02	\$ 427.28	\$ 3,171.74	\$ 10,139.30
8	9/4/2029	\$ 3,599.02	\$ 325.47	\$ 3,273.55	\$ 6,865.75
2029 Totals		\$ 7,198.04	\$ 752.75	\$ 6,445.29	
9	3/4/2030	\$ 3,599.02	\$ 220.39	\$ 3,378.63	\$ 3,487.12
10	9/4/2030	\$ 3,599.02	\$ 111.90	\$ 3,487.12	\$ -
2030 Totals		\$ 7,198.04	\$ 332.29	\$ 6,865.75	
Grand Totals		<u>\$ 35,990.20</u>	<u>\$ 4,641.20</u>	<u>\$ 31,349.00</u>	

The capital cost that would be required to purchase the Equipment if paid for by cash would be \$31,349.00.

The average annual effective interest cost of this Agreement is 6.420% per annum.

No amount is included in rental payments (assuming continuation of this Agreement through the maximum term of the Agreement) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

City of Emporia

By: _____
Trey Cocking, City Manager

EXHIBIT C TO EQUIPMENT LEASE PURCHASE AGREEMENT

ACCEPTANCE CERTIFICATE

ESB Financial
801 Merchant
Emporia, KS 66801

Re: Equipment Lease Purchase Agreement, dated March 4, 2026 (the "Agreement") between ESB Financial (Lessor") and City of Emporia ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute an Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

City of Emporia

By: _____
Trey Cocking, City Manager

EXHIBIT D TO EQUIPMENT LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL
(On Counsel's Letterhead)

ESB Financial
801 Merchant
Emporia, KS 66801

As counsel for City of Emporia ("Lessee"), we have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Agreement") dated March 4, 2026, by and between Lessee and ESB Financial ("Lessor"), the proceedings taken by Lessee to authorize and execute this Agreement together with other related documents, and the Constitution of the State of Kansas ("State") as presently enacted and construed. Based upon said examination and upon such other examination as we have deemed necessary or appropriate, it is our opinion that:

The Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by the Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of the Lessee, which appear on the Agreement, are true and genuine; I know said officers and know them to hold the offices set forth below their names.

The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Signature and Printed Name, Address, Telephone and Date

EXHIBIT E TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Emporia and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____.

Dated: _____

By: _____
Janet Harrouff, Director of Finance

EXHIBIT F TO EQUIPMENT LEASE PURCHASE AGREEMENT
Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee

RESOLUTION OF GOVERNING BODY

BE IT RESOLVED by the governing body of City of Emporia (the “Lessee”), at a duly called meeting of the governing body held on _____, 20____, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of One (1) 2026 Ford Maverick XL AWD (the “Equipment”), the Lessee desires to finance the Equipment by entering into an Equipment Lease Purchase Agreement with ESB Financial as Lessor and City of Emporia as Lessee (the “Agreement”) according to the terms set forth in the Bid Proposal from the ESB Financial dated , presented at the board meeting; and the Equipment will be used by the Lessee for the purpose of:

Government Transportation

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of the Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Person(s) to Execute Agreement:

Trey Cocking, City Manager

RESOLVED, the Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2026 calendar year, and hereby designates the Agreement as a “qualified tax exempt obligation”, as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE PURCHASE AGREEMENT
Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE PURCHASE AGREEMENT
Dated March 4, 2026 Between ESB Financial as Lessor and City of Emporia as Lessee

CERTIFICATE OF BANK ELIGIBILITY

The Certificate of Bank Eligibility is entered into and executed by City of Emporia as Lessee, supplementing and adding to the Equipment Lease Purchase Agreement.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2026 calendar year, and hereby designates the lease of the Equipment to which this certificate pertains as a "qualified tax exempt obligation", as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of Emporia

By: _____
Trey Cocking, City Manager

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: _____

Name of Lessee: _____

Street/P.O. Box _____

City, State, Zip _____

Equipment Lease Purchase Agreement between ESB Financial as Lessor and City of Emporia as Lessee dated March 4, 2026

Equipment Description: One (1) 2026 Ford Maverick XL AWD VIN:3FTTW8BA5TRA03397.

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: _____

Phone Number () _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Emporia		2 Issuer's employer identification number (EIN) 48-6026579
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 522 Mechanic Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Emporia, Kansas 66801		7 Date of issue 03/04/2026
8 Name of issue Vehicle Lease		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Trey Cocking, City Manager		10b Telephone number of officer or other employee shown on 10a (620) 343-4286

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	\$31,349 00
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>
If obligations are BANs, check only box 19b	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	►	<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/04/2030	\$ 31,349.00	N/A	5 years	6.42 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	N/A	
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Brian DeWitt, (620) 342-3454

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**ESB Financial
 801 Merchant Street
 Emporia, KS 66801**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME City of Emporia				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 522 Mechanic Street		CITY Emporia	STATE KS	POSTAL CODE 66801
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Political Subdivision	1f. JURISDICTION OF ORGANIZATION Kansas
			1g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ESB Financial				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 801 Merchant Street		CITY Emporia	STATE KS	POSTAL CODE 66801
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
One (1) 2026 Ford Maverick XL AWD Vin 3FTTW8BA5TRA03397 with all accessions, additions and attachments thereto.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
- 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1a or 1b.
- 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
- 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

BANKERS' BANK

— OF KANSAS —

INVOICE

March 4th, 2026

For documentation services rendered to ESB Financial in connection with the Lease-Purchase Agreement with City of Emporia dated March 4th, 2026, please remit as follows:

To:	Bankers' Bank of Kansas	\$400.00
	PO Box 20810	
	Wichita, KS 67208-6810	
	Attn: Loan Department	

Payment is due after lease closing. Thank you for the opportunity to serve ESB Financial.



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: March 18, 2026
Presented By: Trey Cocking, City Manager

Background:

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

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

Monthly Local Retail Sales Tax Receipts Update

	2025	2026	Increase of \$19,170.37 for the month, and Overall increase of 3.86% from year 2025.
	\$ 627,414.93	\$ 646,585.30	
YTD	\$ 1,173,268.91	\$ 1,218,533.10	

City Share from County Tax

	2024	2026	Increase of \$19,420.42 for the month, and Overall increase of 7.10% from year 2025.
	\$ 321,970.79	\$ 341,391.21	
YTD	\$ 597,538.04	\$ 643,240.14	

Building Permits issued from 2/1/2026 to 2/28/2026 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	46
Total valuations associated with those building permits:	\$ 1,497,369.01
Total number of dollars collected for Building Permit Fees:	\$ 10,306.00
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

Flint Hills Mall CID for February 2026	\$ 19,984.48
YTD	\$ 36,471.21

Pavilions CID for February 2026	\$ 32,521.82
CID #2	\$ 32,521.72
YTD	\$ 103,103.64

Fairview Hotel CID for February 2026	\$ 4,229.50
YTD	\$ 11,177.59

West Plaza CID for February 2026	\$ 11,809.98
YTD	\$ 18,319.71



DATE: March 12, 2026
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the two-month period ending February 28, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax 53% has been received to date.

Sales Tax is \$90,000 higher than 2025.

Franchise tax is \$20,000 lower than 2025.

Administration fees are \$46,000 lower than 2025.

Expense

Personnel Services is 6% more than 2025.

Maintenance and Repairs are down 58% from 2025.

Commodities are up 37% from 2025 due to annual software maintenance fees.

Other Charges are up 142% from 2025 due to annual dues.

Total revenues for the two-month period ending February 28, 2026, were \$7,835,945 and expenses were \$4,806,439. The unencumbered cash balance is \$9,699,707.

The **Water Fund** Income Statement for the two-month period ending February 28, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue

Sale of Water is 2% higher than 2025 or \$37,000 more.

Service charges, which is activation and delinquency fees are 59% higher than 2025.

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

through the water fund.

Expense

Personnel Services is 28% higher than 2025 or \$62,000 higher.

Maintenance & Repair is 188% higher than 2025 or \$90,000 more.

Commodities is 113% higher than 2025 due to increase in chemical costs.

Total revenues for the two-month period ending February 28, 2026, were \$8,648,198 while expenses were \$10,731,307. The ending cash balance is negative \$1,586,409 due to encumbering most of the chemical costs for the year.

The **Wastewater Fund** Income Statement for the two-month period ending February 28, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue:

Sewer Charges are 7% higher than in 2025 which is \$90,000 more in revenue.

Extra Strength Surcharge is 42% higher than in 2025 which is \$15,000 more in revenue.

Expenses

Personnel Services is 15% higher than in 2025.

Maintenance and repair are up 250% from 2025.

Contractual Services are up 80% from 2025.

Total revenues for the two-month period ending February 28, 2026, were \$1,320,322 and expenses were \$1,934,367. The cash balance is \$838,129.

The **Solid Waste Fund** Income Statement for the two-month period ending February 28, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue

Fees for polycarts and dumpsters are 11% higher than in 2025.

Roll off containers are up 26%.

Landfill fees are up 32% than in 2025.

Expenses

Personnel services are 2% lower than in 2025.

Maintenance and repair are 91% higher than in 2025.

Overall expenses are \$902,000 higher than in 2025.

Total revenues for the two-month period ending February 28, 2026, were \$1,075,276 and expenses were \$1,755,129. The cash balance is \$1,285,777.

GENERAL FUND

as of February 28, 2026

GENERAL FUND

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	6,741,570	4,993,036	6,741,570	6,761,145	
REVENUE					
Ad Valorem Property Tax	7,321,134	7,848,034	4,012,308	4,163,694	3.77%
Sales Tax	10,084,810	10,198,000	1,770,807	1,861,773	5.14%
Franchise Tax	2,812,655	2,957,500	546,529	525,888	-3.78%
Other Taxes	614,101	726,294	73,365	60,928	-16.95%
Intergovernmental Taxes	391,198	424,683	146,229	128,572	-12.07%
Licenses & Permits	237,010	248,250	31,819	34,429	8.20%
Charges for Services	2,714,587	2,426,220	375,626	379,779	1.11%
Fines & Fees	653,255	540,000	113,092	104,905	-7.24%
Use of Property and Money	189,407	161,996	42,579	25,360	-40.44%
Interest Receivable	334,217	300,000	78,663	39,490	-49.80%
Reimbursements	9,349	4,100	102	1,903	1767.98%
Administrative Transfers	2,995,436	2,736,000	495,718	448,851	-9.45%
Misc Revenue	34,026	40,000	3,401	18,319	438.60%
Contributions	25,700		25,700	25,000	-2.72%
Operating Revenues	0	0	0	0	0.00%
Nonoperating Revenues	441,364	0	0	17,054	#DIV/0!
TOTAL RECEIPTS	28,858,249	28,611,077	7,715,938	7,835,945	1.56%
EXPENDITURES					
Personnel Services	18,728,367	19,392,234	2,923,221	3,109,436	6.37%
Maintenance & Repair	620,264	1,018,708	136,448	56,893	-58.30%
Commodities	1,890,769	2,178,595	319,109	438,100	37.29%
Other Charges	706,755	1,114,328	55,476	134,475	142.40%
Capital Outlay	189,348	441,000	0	0	#DIV/0!
Transfer to Economic Development	925,000	925,000	154,167	154,167	0.00%
Transfer to Multi Year Fund	3,462,388	3,550,000	597,538	643,240	7.65%
Transfer to Project accounts	8,460	0	0	0	0.00%
Transfer to Equipment Reserve	706,558	706,558	0	0	0.00%
Transfer to Special Street		376,389			
Utilities	543,567	659,250	87,425	88,271	0.97%
Communications	105,081	142,450	16,688	15,962	-4.35%
Training and Travel	190,598	238,045	43,335	27,436	-36.69%
Jail Expenses	56,400	87,500	4,100	5,900	43.90%
Other Contractual	979,357	1,104,036	133,281	103,829	-22.10%
Excess Carryover		1,670,018			
Outstanding PO's	0	0	0	28,730	
TOTAL EXPENDITURES	29,112,912	33,604,111	4,470,788	4,806,439	7.51%
Revenue less expenses	(254,663)	(4,993,034)	3,245,150	3,029,507	
Cash Basis Adjustments/Non-appropri	274,238	0	(20,748)	(90,944)	
Ending Cash Balance	6,761,145	2	9,965,972	9,699,707	
Base for Reserve calculation	23,821,158	27,981,553	3,719,083	4,009,032	
15% Reserve	3,573,174	4,197,233	557,862	601,355	
Amount over 15% Reserve	3,187,971	(4,197,231)	9,408,110	9,098,353	
Percentage	28.38%	0.00%	267.97%	241.95%	

GENERAL FUND

as of February 28, 2026

	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
EXPENDITURES				
Administration	1,976,518.00	46,380.26	86,462.29	40,082.03
Commission/Manager/Clerk	1,085,861.28	225,527.19	173,802.60	(51,724.59)
Accounting/HR	658,240.76	69,757.58	100,129.49	30,371.91
IT	685,438.84	72,342.96	87,947.98	15,605.02
Communication	203,350.04	3,745.57	28,827.74	25,082.17
Police	6,233,795.20	913,539.34	981,299.45	67,760.11
Animal Control	268,107.00	47,556.42	61,091.23	13,534.81
Fire	3,778,576.08	537,004.63	543,155.69	6,151.06
EMS	4,493,323.58	557,808.73	547,980.22	(9,828.51)
Municipal Court	666,974.60	98,491.54	94,259.35	(4,232.19)
Engineering	822,355.72	102,318.97	124,290.07	21,971.10
Street - Snow Removal	163,000.00	30,338.93	14,954.75	(15,384.18)
Golf Course Maintenance	612,419.04	56,755.26	112,440.07	55,684.81
Golf Course Shop	544,628.02	72,029.76	71,800.86	(228.90)
Park	1,399,623.72	175,654.40	192,371.33	16,716.93
Disc Golf	95,623.02	-	4.25	4.25
Aquatic Center	265,000.00	832.19	824.43	(7.76)
Zoo	987,419.34	109,743.02	139,732.38	29,989.36
Civic Auditorium	915,202.80	149,140.37	149,379.09	238.72
Civic/Library	93,587.42	30,530.23	13,307.43	(17,222.80)
Civic/Grounds Maintenance	148,330.56	11,212.38	20,730.05	9,517.67
Civic/ Concessions	96,854.08	35,560.60	39,650.13	4,089.53
Building & Neighborhood Development	1,042,179.22	159,627.34	218,628.43	59,001.09
Shop	97,843.80	(12,614.30)	22,711.44	35,325.74
Street Lighting	322,176.00	53,959.16	26,937.86	(27,021.30)
Appropriations	88,000.00	52,840.91	56,764.12	3,923.21
Airport	992,688.56	117,188.02	69,814.87	(47,373.15)
Parking Facility	15,605.00	1,811.60	1,004.59	(807.01)
Sales Tax Transfer	4,851,389.00	751,704.70	797,406.80	45,702.10
TOTAL EXPENDITURES	33,604,110.68	4,470,787.76	4,777,708.99	306,921.23

City of Emporia, Kansas

Multi Year Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	2,723,727.31	846,023.00	2,723,727.31	3,051,445.90	
REVENUE					
Sales Tax	3,462,387.81	3,550,000.00	597,538.04	643,240.14	7.65%
Reimbursement from state	-		-		
Miscellaneous				52,420.00	
Interest	125,803.28	50,000.00	15,271.36	15,877.04	3.97%
Total Revenue	3,588,191.09	3,600,000.00	612,809.40	711,537.18	16.11%
EXPENSES					
Unspent expenses	(80,559.23)			(641,819.11)	
Maintenance & Repair	77,759.17	250,000.00	-	96.80	#DIV/0!
Other Charges	45,988.50		-	-	
Capital	585,893.75	1,588,000.00	10,404.59	254,126.86	2342.45%
Transfer Out	524,198.78	200,000.00	200,000.00	-	-100.00%
Communications			-	-	#DIV/0!
Contractual Services	1,465,372.42	2,308,023.00	(256,000.00)	2,845.00	-101.11%
Outstanding PO's	641,819.11			388,954.25	
Total Expenses	3,260,472.50	4,346,023.00	(45,595.41)	4,203.80	#DIV/0!
Ending Cash Balance	3,051,445.90	100,000.00	3,382,132.12	3,758,779.28	977,459.28

City of Emporia, Kansas

Insurance Reserve

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$699,713	\$0	\$699,713	\$723,916	
REVENUE					
Transfer from General	\$0	\$0	\$0	\$0	
Transfer from Int Improvem	\$0			\$0	
Insurance payment	\$0			\$0	
Interest	\$24,203	\$0	\$3,381	\$2,775	-17.93%
TOTAL RECEIPTS	\$24,203	\$0	\$3,381	\$2,775	-17.93%
EXPENDITURES					
Maintenance & Repair	\$0	\$0			
Misc Projects	\$0	\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	
Ending Cash Balance	\$723,916	\$0	\$703,094	\$726,691	

Vacant Property Program

as of February 28, 2026

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

City of Emporia, Kansas

Library Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$78	\$0	\$78	(\$1)	
REVENUE					
Ad Valorem Property Tax	\$1,168,931	\$1,220,721	\$645,380	\$647,998	0.41%
Other Taxes	\$99,227	\$99,241	\$12,188	\$10,265	-15.77%
TOTAL RECEIPTS	<u>\$1,268,158</u>	<u>\$1,319,962</u>	<u>\$657,567</u>	<u>\$658,263</u>	0.11%
EXPENDITURES					
Insurance Refund		\$0			
Misc Projects		\$0			
Appropriation	\$1,268,237	\$1,319,962	\$657,567	\$658,263	-1.46%
TOTAL EXPENDITURES	<u>\$1,268,237</u>	<u>\$1,319,962</u>	<u>\$657,567</u>	<u>\$658,263</u>	
Ending Cash Balance	(\$1)	\$0	\$78	(\$1)	

Transient Guest Tax

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$671,185	\$459,241	\$671,185	\$582,733	
REVENUE					
Transient Guest Tax	\$927,873	\$950,000	\$229,900	\$289,257	25.82%
Interest on Investment	\$25,023	\$15,000	\$3,995	\$3,447	-13.72%
Fence rental	\$0	\$0	\$0	\$0	
Miscellaneous	\$14,006		\$0	\$0	
Accounts Receivable - fence rental	\$0		\$0	\$0	
TOTAL RECEIPTS	\$966,902	\$965,000	\$233,895	\$292,704	25.14%
EXPENDITURES					
CVB Appropriation	\$480,000	\$485,000	\$0		#DIV/0!
Trusler Sports Complex		\$0			
City cost associated with events	\$40,000	\$40,000	\$0		
Civic Auditorium improvements	\$50,000	\$50,000	\$0		#DIV/0!
Red Rock's Appropriation	\$10,000	\$10,000	\$0		#DIV/0!
ESU Welch Stadium	\$0	\$0	\$0		
Disc Golf Course Maintenance & Employee	\$100,000	\$100,000	\$0		#DIV/0!
Emporia Main Street	\$95,000	\$95,000	\$95,000	\$95,000	0.00%
Emporia Arts Council Support	\$60,000	\$60,000	\$0		#DIV/0!
Emporia Granda	\$0	\$0	\$0		#DIV/0!
Symphony in the Flint Hills		\$0			
Unbound Bike Event	\$20,000	\$20,000	\$0		
DDO	\$50,000	\$45,000	\$0		#DIV/0!
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		#DIV/0!
Immaginarium		\$30,000			
National Teachers Hall of Fame	\$10,000	\$10,000	\$0		
First Friday Art Walk'		\$20,000			
Lyon County Historical Society		\$30,000			
Discover Gravel LLC		\$30,000			
Emporia Recreation Commission		\$28,200		28200	
Champion Landing Disc Golf Course					
Free for Kansas - Music event	\$20,000	\$25,000	\$0		
Dynamic Discs - course improvements	\$79,906		\$0		#DIV/0!
Hispanics of Today and Tommorrow	\$20,000	\$0	\$0		
Marketing money (Mainstreet & Visit Emporia)		\$0			
Miscellaneous	\$448	\$2,000	\$0	\$363	#DIV/0!
Special Projects		\$0	\$0		
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$1,055,354	\$1,080,200	\$95,000	\$123,563	30.07%
Ending Cash Balance	\$582,733	\$344,041	\$810,080	\$751,874	
Transient Guest Tax Receipts					
	2022	2023	2024	2025	2026
1ST QUARTER-JANUARY	\$184,682.75	\$217,964.96	\$208,253.00	\$229,900.15	\$289,257.29
2ND QUARTER-APRIL	\$143,987.80	\$170,824.51	\$163,048.74	\$154,751.85	
3RD QUARTER-JULY	\$223,905.58	\$232,566.63	\$298,395.94	\$298,953.58	
4TH QUARTER-OCTOBER	\$219,288.14	\$230,393.63	\$262,929.27	\$244,267.67	
TOTAL	\$771,864.27	\$851,749.73	\$932,626.95	\$927,873.25	\$289,257.29

City of Emporia, Kansas

Industrial Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	25,977	0	25,977	28,154	
REVENUE					
Ad Valorem Property Tax	1,146	0	631	0	-100.00%
Other Taxes	97		12	0	-100.00%
Interest on Investment	934	0	129	0	-100.00%
TOTAL RECEIPTS	<u>2,177</u>	<u>0</u>	<u>772</u>	<u>0</u>	<u>-100.00%</u>
EXPENDITURES					
Travel Expense & Miscellaneous	0	0	0		0
Other charges	0	0			0
Contractual Services	0	0			0
Transfer to Economic Dev Fund	0	0		25,979	(25,979)
TOTAL EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>25,979</u>	<u>(25,979)</u>
Ending Cash Balance	28,154	0	26,749	2,175	

Economic Sales Tax

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$1,045,887	\$1,132,193	\$1,045,887	\$908,071	
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$154,167	\$154,167	0.00%
Interest Income	\$25,821	\$22,000	\$4,610	\$3,554	-22.89%
Close out of Industrial fund	\$0	\$0	\$0	\$25,979	
RDA returned money	\$79,182		\$79,182	\$0	0.00%
Total Revenue	\$1,030,003	\$947,000	\$237,958	\$183,700	-22.80%
Expense:					
Appropriation to the RDA	\$386,192	\$400,000	\$96,548	\$0	-100.00%
Emporia Enterprises	\$0	\$0	\$0	\$0	
Main Street	\$45,000	\$45,000	\$45,000	\$116,375	158.61%
Land Purchase Bond Pmt	\$85,963	\$86,000	\$0	\$0	#DIV/0!
Transfer to B&I water proj	\$350,000	\$350,000	\$435,963	\$0	-100.00%
Dynamic Brewing Compar	\$0		\$0	\$0	#DIV/0!
VisionFirst Advisors	\$24,288		\$0	\$0	#DIV/0!
Miscellaneous	-\$3,154		\$0	\$1,591	#DIV/0!
Transfer to Krestsinger Proc	\$279,530			\$0	
Special Projects	\$0	\$0	\$0		
Total Expenses	\$1,167,819	\$881,000	\$577,511	\$117,966	-79.57%
Ending Cash Balance	\$908,071	\$1,198,193	\$706,335	\$973,805	

City of Emporia, Kansas

Special Alcohol Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	122,643	117,603	122,643	108,353	
REVENUE					
Private Club Liquor Tax	101,301	105,000	0	0	#DIV/0!
Interest on Investment	3,809	2,500	570	397	-30.38%
TOTAL RECEIPTS	105,110	107,500	570	397	-30.38%
EXPENDITURES					
Appropriations	119,400	112,200	14,400	7,200	-50.00%
Special Projects		0	0	0	
TOTAL EXPENDITURES	119,400	112,200	14,400	7,200	-50.00%
Ending Cash Balance	108,353	112,903	108,813	101,550	

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

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

City of Emporia, Kansas

Special Park Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$124,327	\$71,737	\$124,327	\$205,602	
REVENUE					
Private Club Liquor Tax	\$101,301	\$105,000	\$0	\$0	#DIV/0!
Interest on Investment	\$5,867	\$3,000	\$1,052	\$788	-25.10%
TOTAL RECEIPTS	\$107,168	\$108,000	\$1,052	\$788	-25.10%
EXPENDITURES					
Capital Outlay	\$104,316	\$143,000	\$93,423	\$73,751	-21.06%
Municipal Band Allocation	\$15,000	\$15,000	\$0	\$0	#DIV/0!
Miscellaneous					
Commodities	\$0	\$0		\$0	
Contractual Services	\$0	\$0	\$0	\$0	
Other Charges					
Outstanding PO's	\$0			\$56,876	
Special Projects	-\$93,423		\$0		
TOTAL EXPENDITURES	\$25,893	\$158,000	\$93,423	\$130,628	39.82%
Ending Cash Balance	\$205,602	\$21,737	\$31,957	\$75,762	
Receipts					
	2022	2023	2024	2025	2026
1ST QUARTER - MARCH	\$23,976.10	\$25,545.75	\$26,804.32	\$26,397.00	\$0.00
2ND QUARTER - JUNE	\$22,129.19	\$26,129.11	\$26,489.57	\$24,503.17	\$0.00
3RD QUARTER - SEPTEMBER	\$28,544.72	\$31,037.26	\$29,035.43	\$29,099.85	\$0.00
4TH QUARTER - DECEMBER	\$25,393.46	\$27,455.86	\$25,793.55	\$21,301.00	\$0.00
TOTAL	\$100,043.47	\$110,167.98	\$108,122.87	\$101,301.02	\$0.00

Special Street Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	188,562	103,825	188,562	73,004	
REVENUE					
Gasoline Tax	736,362	729,813	161,365	164,859	2.17%
Damages	17,596	5,000	2,913	4,217	44.80%
Interest on Investment	7,657	5,000	1,671	503	-69.90%
Transfer of Funds	102,467	576,389	100,000	0	-100.00%
Sale of Salvage	0	0	0	0	
Miscellaneous	0	0	0	0	
TOTAL RECEIPTS	864,082	1,316,202	265,948	169,579	-36.24%
EXPENDITURES					
Personnel Services	613,233	673,766	100,788	103,250	2.44%
Maintenance & Repair	115,107	151,722	4,640	23,685	410.41%
Commodities	118,280	154,450	11,619	18,054	55.39%
Other Charges	53,806	58,530	9,870	1,934	-80.41%
Capital Outlay	0	25,000	0	0	
Transfer of Funds	33,109	34,000	0	0	
Utilities	4,284	31,450	2,124	1,527	-28.11%
Communications	3,320	2,700	516	1,282	148.40%
Training & Travel	14,484	13,500	729	0	-100.00%
Contractual Services	41,870	45,800	1,318	1,952	48.12%
Special Projects	0	0	0	0	
Outstanding PO's	0	0	0	2,520	
Audit Adjustments	(17,853)	0	(4,406)	1,542	
TOTAL EXPENDITURES	979,640	1,190,918	127,198	155,746	22.44%
Net Change in Cash	(115,558)	125,284	138,750	13,833	
Ending Cash Balance	73,004	229,109	327,312	86,837	
Receipts					
	2022	2023	2024	2025	2026
1st Quarter - Jan Payment	\$167,557.74	\$167,412.68	\$159,680.00	\$180,485.00	\$164,859.00
2nd Quarter - April Payment	\$157,106.42	\$149,529.56	\$151,744.49	\$129,635.50	\$0.00
3rd Quarter - July Payment	\$166,060.14	\$166,505.96	\$174,865.61	\$171,627.10	\$0.00
4th Quarter - Oct Payment	\$165,112.70	\$164,909.80	\$166,786.70	\$173,983.16	\$0.00
Total	\$655,837.00	\$648,358.00	\$653,076.80	\$655,730.76	\$164,859.00

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$65,741	\$67,741	\$35,885	\$60,620	
REVENUE					
Receipts from Drug Forfeitures	-\$2,110	\$5,000	\$3,196	\$11,956	274.08%
Interest on Investment	\$2,280	\$2,000	\$333	\$246	-26.12%
Miscellaneous					
TOTAL RECEIPTS	<u>\$170</u>	<u>\$7,000</u>	<u>\$3,529</u>	<u>\$12,202</u>	<u>245.79%</u>
EXPENDITURES					
Commodities	\$1,218	\$5,000	\$0	\$0	#DIV/0!
Capital Outlay		\$0	\$0	\$0	
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$2,172		\$0	\$0	
Transfer of funds					
Other Contractual	\$1,901	\$0	\$0	\$1,375	
Travel & Training					
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's				\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	<u>\$5,291</u>	<u>\$5,000</u>	<u>\$0</u>	<u>\$1,375</u>	<u>#DIV/0!</u>
Ending Cash Balance	\$60,620	\$69,741	\$39,414	\$71,447	

City of Emporia, Kansas

Storm Water

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$139,005	\$151,446	\$139,005	\$167,407	
REVENUE					
Storm Water Fee		\$250,000	\$0	\$25,765	#DIV/0!
Transfer from Multi Year	\$150,000	\$150,000	\$100,000	\$0	-100.00%
Interest on Investment	\$7,734	\$13,000	\$907	\$672	-25.84%
Sale of Bonds		\$5,600,000	\$0		
Miscellaneous				-	
TOTAL RECEIPTS	\$157,734	\$6,013,000	\$100,907	\$26,437	#DIV/0!
EXPENDITURES					
Maintenance of Storm Sewer	\$28,524	\$0	\$0	\$2,083	#DIV/0!
Commodities	\$0	\$0	\$0	\$0	#DIV/0!
Capital Outlay	\$0	\$565,000	\$0	\$0	#DIV/0!
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$0		\$0	\$0	
Transfer of funds	\$0		\$0	\$0	
Other Contractual	\$100,808	\$0	\$0	\$35,825	#DIV/0!
Travel & Training					
Outstanding PO's				\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$129,332	\$565,000	\$0	\$37,908	#DIV/0!
Ending Cash Balance	\$167,407	\$5,599,446	\$239,912	\$155,936	

City of Emporia, Kansas

Land Bank

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$133,963	\$0	\$133,963	\$114,120	
REVENUE					
Transfer from Multi Year	\$0	\$0	\$0	\$0	
Interest on Investment	\$4,331	\$0	\$647	\$437	-32.43%
Sale of Property	\$0			\$0	
TOTAL RECEIPTS	\$4,331	\$0	\$647	\$437	-32.43%
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	
Capital Outlay	\$658	\$0	\$0	\$0	
Communications	\$40	\$0	\$0	\$14	
Other Charges	\$23,476	\$0	\$11	\$0	-100.00%
Purchase of Property	\$0	\$0	\$0	\$0	
Other Contractual Services		\$0	\$0	\$0	
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$24,174	\$0	\$11	\$14	
Ending Cash Balance	\$114,120	\$0	\$134,599	\$114,543	

Bond & Interest Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$3,958,724	\$5,476,243	\$2,358,480	\$5,581,482	\$0
REVENUE					
Ad Valorem Property Tax	\$2,108,140	\$2,184,253	\$1,161,940	\$1,152,877	99.22%
Other Taxes	\$228,031	\$203,634	\$43,124	\$38,501	89.28%
Interest on Investment	\$191,374	\$130,000	\$25,145	\$25,792	102.57%
Recreation Center - Fitness Room	\$49,440	\$0	\$85,965	\$0	0.00%
Industrial Land Payment - Ind Sales Tax	\$95,650	\$96,763	\$0	\$0	#DIV/0!
Sale of Bonds	\$12,210,000	\$0	\$0	\$0	
RHID Krestinger Tax Payment	\$2	\$0	\$0	\$2	
RHID Mehtroplois Tax Payment	\$0	\$0	\$0		
Miscellaneous	\$221	\$0		\$0	
Transfer of Funds from Project Accounts	\$0	\$0	\$0	\$1,152	
TOTAL RECEIPTS	\$14,882,858	\$2,614,650	\$1,316,175	\$1,218,324	92.57%
EXPENDITURES					
Bond Payment	\$1,050,100	\$2,185,716	\$97,550	\$630,389	646.22%
Transfer of funds	\$12,210,000			\$0	
Misc projects			\$0		
TOTAL EXPENDITURES	\$13,260,100	\$2,185,716	\$97,550	\$630,389	
Ending Cash Balance	\$5,581,482	\$5,905,177	\$3,577,105	\$6,169,417	

Equipment Reserve Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
Beginning Cash Balance	\$249,176	\$0	\$249,176	\$276,935	
REVENUE					
Transfer from other funds	\$739,667			\$0	-
Interest on Investment	\$13,633		\$767	\$631	-17.75%
Sale of Vehicles	\$31,600		\$0	\$0	#DIV/0!
TOTAL RECEIPTS	\$784,900	\$0	\$767	\$631	-17.75%
EXPENDITURES					
Leasing Payment	\$757,141		\$131,775	\$132,408	0.48%
Capital Outlay	\$0		\$0	\$0	
Special Projects					
TOTAL EXPENDITURES	\$757,141	\$0	\$131,775	\$132,408	
Ending Cash Balance	\$276,935	\$0	\$118,168	\$145,158	

City of Emporia, Kansas

Water Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
BEGINNING CASH	10,000	758,314	830,592	496,701	
REVENUE					
Sale of Water	9,569,050	11,200,000	1,493,191	1,530,191	2.48%
Service Charge	91,121	95,000	13,078	20,277	55.05%
Penalties	122,732	80,000	18,407	19,239	4.52%
Sale of Salvage	0	0	0	0	
Reimbursed Expense	0	20,000	0	0	#DIV/0!
Interest on Investment	28,160	20,000	2,973	3,783	27.27%
Sale of Bonds	0	0	0	0	
Trf from Industrial Fund	350,000	350,000	350,000	0	-100.00%
Trf from Project fund	4,321,335	0	0	0	
Non Operating Revenue	0	0	0	7,074,707	
Miscellaneous	22,665	2,100	0	0	#DIV/0!
TOTAL RECEIPTS	14,505,063	11,767,100	1,877,649	8,648,198	360.59%
EXPENDITURES					
Personnel Services	1,463,421	1,584,076	218,802	281,295	28.56%
Maintenance & Repair	866,438	1,203,550	47,779	137,703	188.21%
Commodities	2,299,182	2,165,850	196,395	419,722	113.71%
Other Charges	256,352	316,450	21,617	20,240	-6.37%
Industrial Discout	202,719	350,000	52,510	0	-100.00%
Capital Outlay	117,955	318,000	20,120	0	
Debt Payment	1,834,690	1,923,869	283,768	298,607	5.23%
Stock	0	5,000	0	0	#DIV/0!
Transfer to Project Account	3,688,238	0	0	7,074,707	#DIV/0!
Utilities	531,651	594,600	99,079	51,931	-47.59%
Communications	26,416	40,400	3,712	4,658	25.48%
Travel & Training	26,267	20,200	6,904	1,686	-75.58%
Contractual Services	1,155,267	1,250,300	640,700	800,199	24.89%
Administrative Fee 16%	1,405,680	1,120,000	239,856	186,667	-22.18%
Excess Carryover	0	0	0	0	
Change in Liabilities	124,730	0	0	(113,907)	
Outstanding PO's	19,356	0	0	1,567,798	
TOTAL EXPENDITURES	14,018,362	10,892,295	1,831,241	10,731,307	486.01%
NET CHANGE IN CASH	486,701	874,805	46,408	(2,083,110)	-4588.70%
ENDING CASH BALANCE	496,701	1,633,119	877,000	(1,586,409)	
Principal Bond Payments	(1,415,000)	(1,370,000)	(1,415,000)	(1,370,000)	
Depreciation	1,456,758	1,550,000	129,166	0	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,838,030)	(815,000)	(1,285,834)	(1,370,000)	
Base for reserve calculation	10,212,169	10,574,295	1,811,121	3,656,600	
20% reserve amount	2,042,434	2,114,859	362,224	731,320	
Amount over 20% reserve	(1,545,733)	(481,740)	514,776	(2,317,729)	
Percent	4.86%	15.44%	48.42%	-43.38%	

Wastewater Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
BEGINNING CASH	640,981	1,321,734	1,029,532	1,452,174	
REVENUE					
Sales/Charges	7,124,223	8,140,000	1,171,760	1,261,314	7.64%
Extra Strength Surcharge	276,057	162,500	36,740	52,302	42.36%
Interest on Investment	45,078	20,000	7,234	5,405	-25.28%
New System taps	3,400	1,000	200	0	-100.00%
Loss on sales of assets	0			0	
Grant money	0	0	0	0	
Sale of Bonds	0	0	0	0	
Non Operating Revenue	283,352		0	0	
Miscellaneous	9,585	1,000	420	1,300	209.52%
TOTAL RECEIPTS	7,741,695	8,324,500	1,216,353	1,320,322	8.55%
EXPENDITURES					
Personnel Services	1,492,043	1,502,707	207,933	239,699	15.28%
Maintenance & Repair	539,211	546,500	(10,617)	15,921	-249.96%
Commodities	387,750	579,750	34,836	70,710	102.98%
Other Charges	165,926	212,865	13,989	11,138	-20.38%
Capital Outlay	6,300	1,178,000	0	0	#DIV/0!
Debt Payment	2,767,241	2,758,691	408,184	1,163,346	185.00%
Transfer to Project fund	0	0	0	0	#DIV/0!
Utilities	824,756	675,500	124,391	136,493	9.73%
Communications	23,260	30,300	3,202	4,367	36.41%
Travel & Training	16,280	16,000	5,451	130	-97.61%
Contractual Services	462,360	237,050	17,309	31,136	79.89%
Administrative Fee flat	610,000	610,000	101,667	101,667	0.00%
Excess Carryover		0	0		
Change in Liabilities	(364,625)	0		(4,114)	
Outstanding PO's				163,875	
TOTAL EXPENDITURES	6,930,502	8,347,363	906,345	1,934,367	113.43%
NET CHANGE IN CASH	811,193	(22,863)	310,009	(614,045)	
ENDING CASH BALANCE	1,452,174	1,298,871	1,339,541	838,129	
<hr/>					
Depreciation	2,096,619	2,125,205	177,099	0	
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,285,730)	(2,211,279)	
Capitalized Assets	(3,169,496)	(405,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(3,358,607)	(491,074)	(2,108,631)	(2,211,279)	
Base for reserve calculation	6,924,202	7,169,363	906,345	1,934,367	
20% Cash Reserve amount	1,384,840	1,433,873	181,269	386,873	
Amount over 20% Cash Reserve	67,334	(135,002)	1,158,272	451,255	
Percentage	20.97%	18.12%	147.80%	43.33%	

Solid Waste Fund

as of February 28, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - Feb Actual	2026 Jan - Feb Actual	Change between 25 & 26
BEGINNING CASH	2,528,037	733,639	3,388,241	1,965,630	
REVENUE					
Refuse Collection Fees	3,315,313	3,520,000	542,537	605,729	11.65%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	74,105	70,000	14,317	8,428	-41.13%
Resale of Recyclables	102,845	90,000	14,642	5,529	-62.24%
Box Container Fees	1,919,089	2,220,000	289,195	364,936	26.19%
Landfill Fees	574,261	849,000	67,569	89,345	32.23%
Transfers	16,387	0	0	0	
Miscellaneous	7,812	4,800	1	1,309	130753.00%
TOTAL RECEIPTS	6,009,812	6,753,800	928,261	1,075,276	15.84%
EXPENDITURES					
Personnel Services	2,670,130	2,791,045	432,953	421,660	-2.61%
Maintenance & Repair	315,294	318,000	18,114	34,668	91.39%
Commodities	445,883	542,300	43,160	64,063	48.43%
Other Charges	189,458	403,900	28,350	9,152	-67.72%
Industrial Discount	140,820		20,899	30,032	43.70%
Capital Outlay	320,359	100,000	0	68,500	
Utilities	57,645	80,000	14,594	8,181	-43.94%
Communications	37,477	52,400	4,835	6,168	27.57%
Transfer to project			0	0	
Travel & Training	6,395	8,750	736	0	-100.00%
Contractual Services	1,926,987	1,943,440	144,724	180,529	24.74%
Administrative Fee 16%	924,880	990,000	143,886	154,907	7.66%
Excess Carryover	0	0	0	0	
Change in Liabilities	(463,109)	0	0	97,533	
Outstanding PO's	0		0	679,736	
TOTAL EXPENDITURES	6,572,219	7,229,835	852,252	1,755,129	105.94%
NET CHANGE IN CASH	(562,407)	(476,035)	76,009	(679,853)	
ENDING CASH BALANCE	1,965,630	257,604	3,464,250	1,285,777	
ADJUSTMENTS					
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	37,082	0	
Capitalized Assets	(459,572)	(655,000)	0	0	
Change in Liabilities	0	0	0	0	
ADJUSTMENTS	(65,274)	(200,000)	37,082	0	
Base for reserve calculation	6,251,860	7,129,835	852,252	1,686,629	
20% cash reserve amount	1,250,372	1,425,967	170,450	337,326	
Amount over 20% Cash Reserv	715,258	(1,168,363)	3,293,799	948,451	
Percentage	31.44%	3.61%	406.48%	76.23%	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of February 28, 2026
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						6,964,233	7,038,538	
GENERAL FUND ADMINISTRATION	1,976,518.00	86,462.29	1,890,056	4%	6.92%	481,849	486,990	400,528
COMMISSION/MANAGER/CLERK	1,085,861.28	173,802.60	912,059	16%	3.80%	264,719	267,543	93,741
FINANCE/HUMAN RESOURCES	658,240.76	100,129.49	558,111	15%	2.30%	160,471	162,183	62,053
INFORMATION SYSTEMS	685,438.84	87,947.98	597,491	13%	2.40%	167,101	168,884	80,936
COMMUNICATION	203,350.04	28,827.74	174,522	14%	0.71%	49,574	50,103	21,275
POLICE PROTECTION	6,233,795.20	981,299.45	5,252,496	16%	21.82%	1,519,718	1,535,933	554,633
ANIMAL CONTROL	268,107.00	61,091.23	207,016	23%	0.94%	65,361	66,058	4,967
FIRE PROTECTION	3,778,576.08	543,155.69	3,235,420	14%	13.23%	921,168	930,996	387,840
AMBULANCE SERVICE	4,493,323.58	547,980.22	3,945,343	12%	15.73%	1,095,414	1,107,101	559,121
COURT SERVICES	666,974.60	94,259.35	572,715	14%	2.33%	162,600	164,335	70,075
ENGINEERING	822,355.72	124,290.07	698,066	15%	2.88%	200,480	202,619	78,329
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	163,000.00	14,954.75	148,045	9%	0.57%	39,737	40,161	40,161
GOLF COURSE MAINTENANCE	612,419.04	112,440.07	499,979	18%	2.14%	149,300	150,893	135,938
GOLF SHOP	544,628.02	71,800.86	472,827	13%	1.91%	132,773	134,190	21,750
PARK	1,399,623.72	192,371.33	1,207,252	14%	4.90%	341,210	344,851	273,050
DISC GOLF	95,623.02	4.25	95,619	0%	0.33%	23,312	23,560	(168,811)
AQUATIC CENTER	265,000.00	824.43	264,176	0%	0.93%	64,604	65,293	(127,078)
ZOO	987,419.34	139,732.38	847,687	14%	3.46%	240,720	243,288	243,284
CIVIC BUILDING OPERATIONS	915,202.80	149,379.09	765,824	16%	3.20%	223,115	225,495	224,671
LIBRARY MAINTENANCE	93,587.42	13,307.43	80,280	14%	0.33%	22,815	23,059	(116,674)
GROUNDS MAINTENANCE	148,330.56	20,730.05	127,601	14%	0.52%	0	36,547	(112,832)
CONCESSION STAND	96,854.08	39,650.13	57,204	41%	0.34%	23,612	23,864	10,556
CODE SERVICES	1,042,179.22	218,628.43	823,551	21%	3.65%	254,070	256,781	38,152
SHOP MAINTENANCE	97,843.80	22,711.44	75,132	23%	0.34%	23,853	24,108	3,377
STREET LIGHTING	322,176.00	26,937.86	295,238	8%	1.13%	78,542	79,380	39,730
MISC APPROPRIATIONS	88,000.00	56,764.12	31,236	65%	0.31%	21,453	21,682	(1,029)
AIRPORT	992,688.56	69,814.87	922,874	7%	3.47%	242,005	244,587	187,823
PARKING FACILITY	15,605.00	1,004.59	14,600	6%	0.05%	3,804	3,845	(65,970)
TRANSERS	4,851,389.00	797,406.80	4,053,982	16%	16.98%	1,182,706	1,195,324	1,194,320
CONTINGENCY	0.00	0	0	#DIV/0!	0.00%	0	0	(797,407)
EXCESS CARRYOVER	0	0	0	0%				
GENERAL FUND	33,604,111	4,777,709	28,826,402	#DIV/0!	1	8,156,084	8,279,652	
	28,566,878							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2026
 EXPENSES FOR WATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,567,156	233,591	4,333,565	5%
ADMINISTRATION	287,082	308,607.38	(21,525)	107%
WATER SERVICE	673,650	49,488.78	624,161	7%
WATER MAINTENANCE	1,602,929	7,318,982.12	(5,716,054)	457%
WATER PLANT	5,389,598	1,379,147.86	4,010,450	26%
WATER STOCK	5,000	0.00	5,000	0%
	<u>12,525,414</u>	<u>9,289,817</u>	<u>3,235,598</u>	<u>6</u>

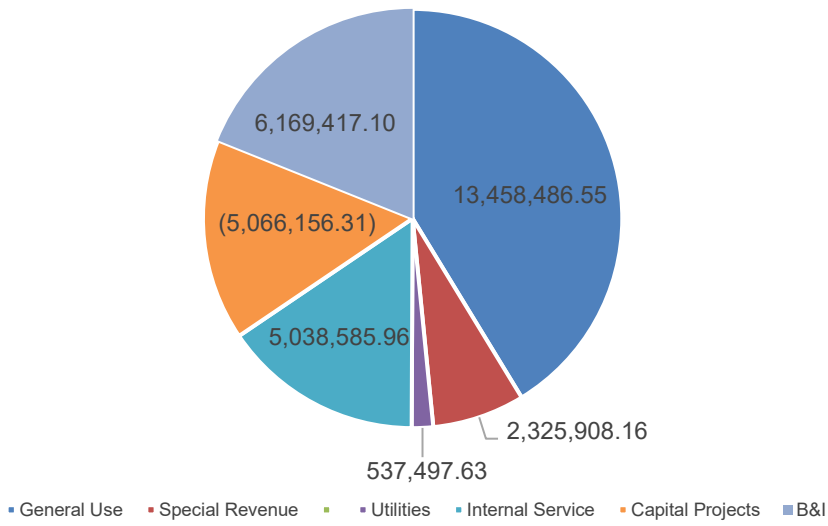
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2026
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,536,914	161,049	4,375,865	4%
ADMINISTRATION	774,348	395,750	378,598	51%
WASTEWATER SERVICE	230,840	24,441	206,399	11%
SEWER MAINTENANCE	1,595,092	156,735	1,438,357	10%
SEWER PLANT	2,509,041	421,169	2,087,872	17%
	<u>9,646,234</u>	<u>1,159,143</u>	<u>8,487,091</u>	<u>12%</u>

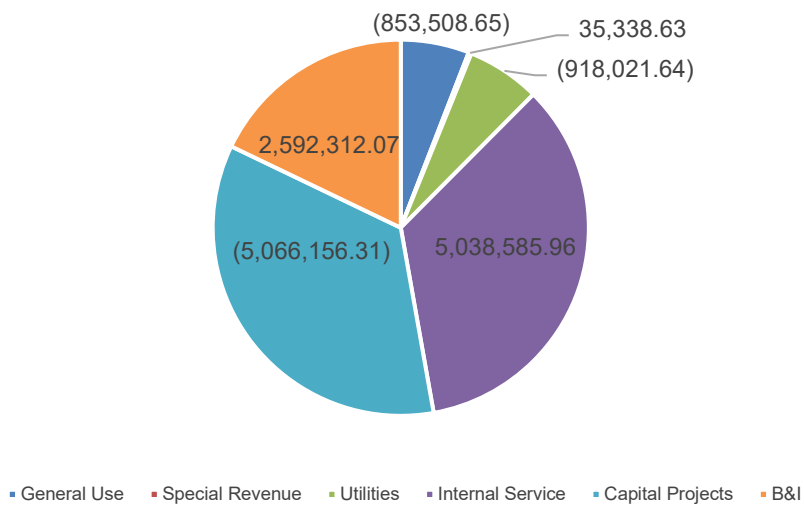
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of February 28, 2026
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,590,904	244,560	399,598	15%
COLLECTIONS	3,078,559	818,468	797,978	27%
TRANSFER STATION	2,062,323	476,484	535,461	23%
RECYCLING CENTER	<u>755,653</u>	<u>118,084</u>	<u>221,275</u>	<u>16%</u>
	<u>7,487,439</u>	<u>1,657,596</u>	<u>1,954,312</u>	<u>1</u>

Unencumbered Cash



Available Funds



City of Emporia
Unencumbered Cash Report
as of February 28, 2026

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	9,699,707.27	9,965,972.20	(266,264.93)	General Use	13,458,486.55	59.91%
102 Multi Year Fund	3,758,779.28	4,346,023.00	(587,243.72)	Special Revenue	2,325,908.16	10.35%
103 Insurance Reserve	726,690.76	703,094.01	23,596.75			
104 Vacant Property Program	7,559.00	-	7,559.00	Utilities	537,497.63	2.39%
201 Library Fund	(1.00)	-	(1.00)	Internal Service	5,038,585.96	22.43%
203 Transient Guest Tax Fund	751,873.57	810,079.70	(58,206.13)	Capital Projects	(5,066,156.31)	-22.55%
204 Industrial Fund	2,175.46	26,748.84	(24,573.38)	B&I	6,169,417.10	27.46%
205 Economic Sales Tax Fund	973,804.66	706,334.52	267,470.14		22,463,739.09	
206 Special Alcohol Fund	101,549.59	108,812.66	(7,263.07)			
207 Special Park & Recreation Fund	75,761.74	31,956.58	43,805.16	Budget		
208 Special Street Fund	86,837.16	327,311.98	(240,474.82)	General Use	(853,508.65)	
209 Drug Money Forfeitures Fund	71,447.01	39,413.65	32,033.36	Special Revenue	35,338.63	
210 Storm Water Fund	155,935.98	239,911.60	(83,975.62)	Utilities	(918,021.64)	
218 Emergency Shelter Grant Fund	-	-	-	Internal Service	5,038,585.96	
224 Fire Public Education	7,873.84		7,873.84	Capital Projects	(5,066,156.31)	
225 Police Grants Fund	(1,414.58)		(1,414.58)	B&I	2,592,312.07	
251 Emporia Homeowner Repair	(54,223.36)		(54,223.36)			
252 2014 Housing Rehab	1,543.08		1,543.08			
254 2020 CDBG Rehab Grant	1,173.19		1,173.19			
260 Land Bank	114,543.30		114,543.30			
301 Bond and Interest Fund	6,169,417.10	3,577,105.03	2,592,312.07			
305 Equipment Reserve Fund	276,935.01	118,167.97	158,767.04			
406 Internal Improvement Fund	2,885,048.33		2,885,048.33			
407 Rec Center Projects	-		-			
409 Water Treatment Plant Improvement	55,574.06		55,574.06			
413 Water Main Improvements	(5,797,880.35)		(5,797,880.35)			
415 Civic Auditorium Project Fund	216,817.90		216,817.90			
423 Airport Improvements Fund	(313,291.38)		(313,291.38)			
428 Park Improvements Fund	5,989.42		5,989.42			
441 Paving Projects Fund	(6,277,928.87)		(6,277,928.87)			
442 Construction Projects Fund	495,373.79		495,373.79			
444 Waste water Improvement	3,664,140.79		3,664,140.79			
501 Water Utility Fund	(1,586,408.53)	876,999.82	(2,317,728.58)			
502 Sewer Fund	838,128.91	1,339,540.62	451,255.46			
503 Solid Waste Fund	1,285,777.25	3,464,249.78	948,451.48			
601 Worker's Comp Fund	2,372,907.58		2,372,907.58			
602 Health Care Fund	2,665,678.38		2,665,678.38			
708 Fire Insurance Proceeds	37,028.52		37,028.52			
	23,474,923.86					

2025 Annual Report to the City of Emporia to Satisfy Forgivable Loan & TGT Grant Support

Submitted by: Dynamic Brewing Company @ Champions Landing

Owner: Jeremy Rusco

Reporting Period: 2025

Date Submitted: March 1st, 2026

Introduction

Champions Landing is pleased to submit this annual report to the City of Emporia to confirm our ongoing ownership of the property and to demonstrate our commitment to hosting major disc golf tournaments in alignment with our agreement with the City.

Ownership Confirmation

As of the date of this report, Dynamic Brewing Company @ Champions Landing, under the ownership of Jeremy Rusco, maintains full and continuous ownership of the property. No changes in ownership have occurred during this reporting period.

Major Disc Golf Tournament Hosted

During the reporting period, Champions Landing successfully hosted the following major disc golf tournament:

- **Glass Blown Open presented by Dynamic Discs**
 - **Date:** April 25 - April 27, 2025
 - **Number of Participants:** 412
 - **Sanctioning Body:** PDGA A-Tier
 - **Community Impact:** Major economic impact on the Emporia community with participation from a wide demographic.
- **PDGA Junior World Championships**
 - **Date:** July 15 - July 19, 2025
 - **Number of Participants:** 406
 - **Sanctioning Body:** PDGA Major - World Championship
 - **Community Impact:** Major economic impact on the Emporia community with a tremendous amount of media coverage that is broadcast worldwide. Players from 13 different countries represented.
- **The Champs Challenge @ Champions Landing**
 - **Date:** August 2nd, 2025
 - **Number of Participants:** 133
 - **Sanctioning Body:** PDGA B-Tier
 - **Community Impact:** This one day event attracted players from a regional standpoint and kept players in town an additional night with the addition of the Kansas State Doubles Championships
- **Kansas State Doubles Championships**
 - **Date:** August 3rd, 2025
 - **Number of Participants:** 100
 - **Sanctioning Body:** Kansas Disc Golf Association
 - **Community Impact:** 100 players, many of which stayed overnight due to The Champs Challenge taking place the day before.

- **Mid-American Regional Championship presented by Dynamic Discs**
 - **Date:** November 15th - 16th, 2025
 - **Number of Participants:** 159
 - **Sanctioning Body:** PDGA XC Tier
 - **Community Impact:** Lots of collegiate disc golfers in town from various states/universities.

These events successfully met the criteria for a major disc golf tournament, drawing professional and amateur competitors, engaging spectators, and contributing to the local economy.

Beyond the required tournament, Champions Landing has continued to contribute to the Emporia community in various ways, including:

- Hosting additional disc golf events, leagues, or clinics.
- Maintaining and improving course facilities to enhance player experience.
- Partnering with local businesses to promote tourism and economic activity.

Conclusion

Champions Landing remains dedicated to fulfilling its commitment to the City of Emporia. We look forward to continuing our role in making Emporia a premier destination for disc golf.

Should the City require any further information or documentation, please do not hesitate to contact me.

Respectfully submitted,

Jeremy Rusco - Dynamic Brewing Company @ Champions Landing

Additional Contributions

UDisc Reporting:

Champions Landing - Silver

Emporia, Kansas – Established 2025

Recreation impact in 2025

What is disc golf?

Disc golf is an affordable outdoor game where players throw a flying disc toward a target, aiming to complete each hole in as few throws as possible. It's similar to traditional golf, but played in parks and natural spaces.

Playing a round of disc golf at **Champions Landing - Silver** means enjoying:



Champions Landing - Silver keeps people moving, connects them with the outdoors, and most importantly, brings them the joy of the game of disc golf.

In 2025, the course has provided healthy recreation for 293 players! In total for your community, that means:

Rounds played	792
Distance walked	1,202 mi
Recreation hours	1,291 hrs
Steps taken	2,707,771

Community impact

Champions Landing - Silver serves your community as a hub for recreation in many different ways. People are using the course to try disc golf, to get together as a community and play in organized leagues, and visiting the course when they visit your area.

New players

293 played the course for the first time

15 tried disc golf for the first time here

Community leagues

2 total events

32 total players

138 hours of organized recreation

Tourism

Player travel distances:



Accessibility rating at Champions Landing - Silver

Wheelchair accessible Limited mobility/cane accessible

Disc golf is for everyone

Easy to learn and accessible across a wide range of age groups and abilities, disc golf is a lifetime activity. Its social nature connects friends, families, and community members for healthy, outdoor recreation.

Impact Report



Champions Landing - Silver Emporia, Kansas – Established 2025

Recreation impact in 2025

Global impact

How Champions Landing - Silver is stacking up for play counts:



★ Course rating 4.0 (56 ratings)



Champions Landing - Silver lifetime stats

Total rounds	792
Unique players	293
Recreation hours	1,291

Disc golf is bigger than you think

There are more than 17,000 public disc golf courses across 90+ countries.

Champs Fun 9

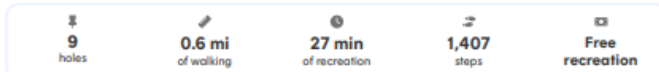
Emporia, Kansas – Established 2025

Recreation impact in 2025

What is disc golf?

Disc golf is an affordable outdoor game where players throw a flying disc toward a target, aiming to complete each hole in as few throws as possible. It's similar to traditional golf, but played in parks and natural spaces.

Playing a round of disc golf at **Champs Fun 9** means enjoying:



Champs Fun 9 keeps people moving, connects them with the outdoors, and most importantly, brings them the joy of the game of disc golf.

In 2025, the course has provided healthy recreation for 436 players! In total for your community, that means:

Rounds played	893
Distance walked	624 mi
Recreation hours	696 hrs
Steps taken	1,406,834

Community impact

Champs Fun 9 serves your community as a hub for recreation in many different ways. People are using the course to try disc golf, to get together as a community and play in organized leagues, and visiting the course when they visit your area.

New players

436 played the course for the first time

14 tried disc golf for the first time here

Community leagues

6 total events

128 total players

128 hours of organized recreation

Tourism

Player travel distances:



Accessibility rating at Champs Fun 9

Wheelchair accessible Limited mobility/cane accessible

Disc golf is for everyone

Easy to learn and accessible across a wide range of age groups and abilities, disc golf is a lifetime activity. Its social nature connects friends, families, and community members for healthy, outdoor recreation.

Impact Report

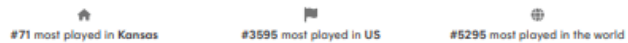


Champs Fun 9 Emporia, Kansas – Established 2025

Recreation impact in 2025

Global impact

How Champs Fun 9 is stacking up for play counts:



★ Course rating 4.2 (95 ratings)



Champs Fun 9 lifetime stats

Total rounds	893
Unique players	436
Recreation hours	696

Champions Landing - Gold

Emporia, Kansas – Established 2025

Recreation impact in 2025

Champions Landing - Black

Emporia, Kansas – Established 2015

Recreation impact in 2025

What is disc golf?

Disc golf is an affordable outdoor game where players throw a flying disc toward a target, aiming to complete each hole in as few throws as possible. It's similar to traditional golf, but played in parks and natural spaces.

What is disc golf?

Disc golf is an affordable outdoor game where players throw a flying disc toward a target, aiming to complete each hole in as few throws as possible. It's similar to traditional golf, but played in parks and natural spaces.

Playing a round of disc golf at **Champions Landing - Gold** means enjoying:

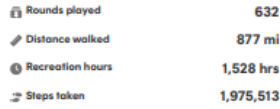


Playing a round of disc golf at **Champions Landing - Black** means enjoying:



Champions Landing - Gold keeps people moving, connects them with the outdoors, and most importantly, brings them the joy of the game of disc golf.

In 2025, the course has provided healthy recreation for 321 players! In total for your community, that means:



Champions Landing - Black keeps people moving, connects them with the outdoors, and most importantly, brings them the joy of the game of disc golf.

In 2025, the course has provided healthy recreation for 945 players! In total for your community, that means:



Community impact

Champions Landing - Gold serves your community as a hub for recreation in many different ways. People are using the course to try disc golf, to get together as a community and play in organized leagues, and visiting the course when they visit your area.

Community impact

Champions Landing - Black serves your community as a hub for recreation in many different ways. People are using the course to try disc golf, to get together as a community and play in organized leagues, and visiting the course when they visit your area.



Disc golf is for everyone

Easy to learn and accessible across a wide range of age groups and abilities, disc golf is a lifetime activity. Its social nature connects friends, families, and community members for healthy, outdoor recreation.

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Easy to learn and accessible across a wide range of age groups and abilities, disc golf is a lifetime activity. Its social nature connects friends, families, and community members for healthy, outdoor recreation.

Impact Report



Impact Report



Champions Landing - Gold Emporia, Kansas – Established 2025

Recreation impact in 2025

Champions Landing - Black Emporia, Kansas – Established 2015

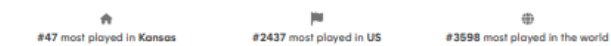
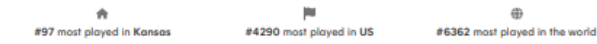
Recreation impact in 2025

Global impact

How **Champions Landing - Gold** is stacking up for play counts:

Global impact

How **Champions Landing - Black** is stacking up for play counts:



Commission Meeting

11:00 a.m.

March 4, 2026

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, March 4, 2026, with Mayor Smith presiding and Commissioners Duncan, Harter, Ogle and Steinkuhler present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Prosecutor Watson.

Ashley Mitchell, President of the Emporia Pickleball Club, was in attendance to accept a proclamation declaring April 18, 2026, as “Spring Into Pickleball Day” in Emporia. Pickleball is the fastest growing sport in the United States. Sports and recreation activities in Emporia promote the health and well-being of our citizens. Sports and recreation activities help build a sense of vitality and contribute to a sense of camaraderie and belonging to our community. The not-for-profit Emporia Pickleball Club is living out its mission to grow the game of Pickleball and host a free clinic to introduce the game of pickleball to new players. She urged all residents of Emporia to join the Emporia Pickleball Club with their mission to grow the game here in Emporia.

Mayor Smith then presented the proclamation.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments. No comments were made at this time.

**BONDS
(General Obligation Bonds Series 2026)
(Resolution Number 3789)**

Deputy City Manager Detter was recognized and addressed the Governing Body. He stated the Series 2026 General Obligation Bonds is for the purpose of rehabilitation of Fire Station No. 2, an aerial engine ladder truck, street sweeper, Flint Hills Crossing

subdivision, and pay for water, sewer, and storm sewer on the Overlander Road project. This proposed resolution authorizes the sale of general obligation bonds and the approval of the preliminary official statement outlining the financial and economic capacity of the City of Emporia. The bond issue will be for 20 years and is currently forecasted at a 3.9% true interest rate. Fire Station No. 1 had PBC Bonds issued in 2025, Fire Station No. 2 and the aerial truck portion of Series 2026 GO Bonds debt service will be approximately \$1.6 million per year until 2035 when the aerial truck will be paid off. The payment drops to \$1.4 million per year until 2045 when Fire Station No. 1 payments are completed and then the payment will drop to \$770,000 in 2046 when the Series 2026 Bonds are fully mature. Flint Hills Crossing improvements are scheduled to be paid off in 2046, however, if sales tax receipts exceed projections, improvements may be paid off prior to 2046 final payment date. Payments for Flint Hills Crossing are approximately \$210,000 per year. The remaining principal and interest payments for Flint Hills Crossing and Overlander Road project will be paid from the Bond and Interest Fund. Staff recommend approval of Resolution Number 3789 authorizing the offering for sale of General Obligation Bonds Series 2026.

Commissioner Steinkuhler made a motion to approve Resolution Number 3787 authorizing the offering for sale of General Obligation Bonds Series 2026. Commissioner Harter seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**WASTEWATER TREATMENT PLANT IMPROVEMENTS
(Kansas Department of Health and Environment)
(KWPCRF Project No. C20 2002 01)
(Amendment No. 4 to the Loan Agreement)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the City entered into a Kansas Water Pollution Control Revolving Fund Loan Agreement with KDHE in 2016 for an amount not to exceed \$28,000,000 at 1.94% for Wastewater Treatment Plant improvements. In June 2017, Amendment No. 1 added a loan repayment schedule. In December 2017, Amendment No. 2 increased the loan to

\$28,735,000 for the City's share of Department of Commerce CDBG 2018 Downtown Sanitary Sewer project. Amendment No. 3 approved February 2019 increasing the loan amount to \$32,285,000 which included improvements to Lift Station No. 1 and Lift Station No. 2. Amendment No. 4 and final amendment, will reduce the KDHE KWPCRF loan amount by \$118,081.43, reducing the total amount of the loan from \$32,285,000 to \$32,166,918.57 at a KDHE KWPCRF loan interest rate of 1.94% for a term of 20 years. Payment began in March 2019 and will end September 2038. Staff recommend approval of the KDHE KWPCRF Project No. C20 2002 01 Amendment No. 4 to lower the loan to \$32,166,918.57 and authorize the Mayor to sign the agreement.

Commissioner Harter made a motion to approve the KDHE KWPCRF Project No. C20 2002 01 Amendment No. 4 (final) for \$32,166,918.57 and authorize the Mayor to sign the agreement. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**SIDEWALK
(2026 Hazardous Sidewalk Program Project No. HZ2601)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated two (2) bids were received for the 2026 Hazardous Sidewalk Program. The bids received are used for setting unit prices for each individual project line item. Bid totals were achieved by multiplying unit prices with our initial estimated quantities from the list of site work projected for the 2026 Hazardous Sidewalk program. The bids follow:

BID TABULATION FOR 2026 HAZARDOUS SIDWALK PROGRAM

Contractor	Base Bid
S.R. Coffman Construction	\$96,792.50
Burlington Construction	\$98,225.00
Engineer's Estimate	\$97,600.00

The 2026 Hazardous Sidewalk program is budgeted at \$150,000.00 paid from the Multi-Year Fund. Locations and quantities will be added throughout the year as property owners sign up for participation in the program. The program also allows the homeowner the option to hire their own bonded contractor to replace their sidewalk at these set unit

prices. The 2026 program participation is 25% residential property owner/75% City and 50% commercial property owner/50% City. Staff recommend awarding the contract to S.R. Coffman Construction.

Following further discussion, Commissioner Steinkuhler made a motion to award the 2026 Hazardous Sidewalk Program Project No. HZ2601 to S. R. Coffman Construction. Commissioner Duncan seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Harter, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

Consent Agenda

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

- a. Minutes of Regular Commission Meeting Held on February 18, 2026.

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

CITY COMMISSION (City Manager's Report)

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

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

TENTATIVE AGENDA FOR MARCH 18, 2026, MEETING.

- Proclamation recognizing Arts in Medicine Week March 22 through 28.
- Public Hearing for Cedarbrook Meadows RHID.
- Award GFOA to the Finance Department.

STUDY SESSION

**CITY COMMISSION
(Governing Body Comment)**

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

Commissioner Harter made a motion to recess the meeting until 11:19 a.m. at the Evora Wheeler Conference Room. Commissioner Duncan seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

Commissioner Duncan made a motion to recess the meeting until 11:34 a.m. at the Evora Wheeler Conference Room. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

The following items were discussed at the Study Session:

1. 2025 Year End Financials.
2. Discuss Downtown Emporia Signal TEAP Study (2025-26).
3. Strategic Direction – Session One

Commissioner Harter then made a motion to adjourn. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Informational Items

Title: Informational Items
Agenda Date: March 18, 2026
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, April 1, 2026.

Commission Meeting :

- Proclamation Naming April as Child Abuse Prevention Month
- Proclamation Recognizing National Public Safety Telecommunicators Week
- Proclamation Recognizing April 19-25 as National Library Week
- GFOA Award to City of Emporia Finance Department
- Adopt Bond Resolution & Ordinance for GO Bonds Series 2026
- Annual Operation and Maintenance Assurance Agreement with Kansas Department of Wildlife, Parks and Tourism

Study Session:

- Discuss Evergy Franchise Agreement



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: March 18, 2026

Recommended Action:

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

Title: Strategic Direction Session Two

Agenda Date: March 18, 2026

Presented By: Tayler Wash, Assistant City Manager

Background:

During Strategic Direction Session One, the Commission reviewed the 2024–2026 Strategic Plan and discussed the distinction between a traditional strategic plan and a strategic direction framework. The Commission also reviewed the existing strategic priorities and discussed potential updates. Through that discussion, the Commission affirmed the overall themes that will serve as the foundation for the City’s strategic direction moving forward.

Discussion:

Strategic priorities represent the broad themes that guide the City’s work. Building on the priorities discussed in the first session, the focus of this session will be identifying strategic objectives under each priority.

Strategic objectives define where the City will intentionally move within each priority over the next two to three years. These objectives are intended to be focused but broad, within the City’s control, capable of guiding decision-making and resource allocation, and measurable at a high level.

The Commission’s role in this process is to establish the priorities and objectives that provide direction for the organization. The specific methods for achieving those objectives, including policy proposals, funding strategies, operational changes, enforcement activities, systems improvements, and programs, will be developed and implemented by staff.

During this session, the Commission will work to identify two to three strategic objectives under each priority that will guide the City’s efforts for the 2026–2028 strategic direction.

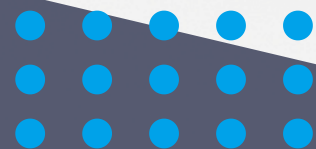
Attachments:

Strategic Direction Session 2 Slides

STRATEGIC DIRECTION 2026-2028

*GUIDING COMMISSION PRIORITIES
FOR A THRIVING EMPORIA*

Session Two



STRATEGIC PRIORITIES

Strategic priorities are the high-level themes that guide our work as a City. They aren't a list of every action or project; they're the areas where we focus our energy, resources, and decision-making. The priorities shape departmental alignment, guide resource allocation, and help us measure meaningful progress over time

As a refresher, these are the strategic priorities we agreed on during the last session.

FILL IN

FILL IN

FILL IN

FILL IN





STRATEGIC HIERARCHY: FROM THEME TO ACTION

Strategic Priorities are our big themes.

Objectives define where we will intentionally move within each theme over the next 2-3 years.

Objectives should be:

- Focused but broad
- Within the City's control
- Guiding decisions
- Measurable at a high level



STRATEGIC HIERARCHY: FROM THEME TO ACTION

Staff Implementation is where we get into the specifics. Where progress happens through:

- Policy & Funding Proposals (developed by staff, approved by commission)
- Operations
- Enforcement
- Systems
- Programs

This is not commission level work.



STRATEGIC HIERARCHY: FROM THEME TO ACTION

Commission Level Work is:

1. Setting Strategic Priorities
2. Defining Objectives



STRATEGIC HIERARCHY: FROM THEME TO ACTION

Commission Level Work is:

1. ~~Setting Strategic Priorities~~
2. Defining Objectives



STRATEGIC HIERARCHY: FROM THEME TO ACTION

Commission Level Work is:

1. ~~Setting Strategic Priorities~~
2. Defining Objectives

We're looking to define 2-3 objectives for each priority.

Reminder that objectives should be:

- Focused but broad
- Within the City's control
- Guiding decisions
- Measurable at a high level



STRATEGIC HIERARCHY: FROM THEME TO ACTION

For example, here is a potential progression for how priorities evolve into objectives and then into staff implementation.

Strategic Priority: Community Growth

Objective: Support sustainable residential and commercial development

Staff Implementation: zoning updates, incentive packages, permitting improvements, etc.

STRATEGIC HIERARCHY: FROM THEME TO ACTION

For example, here is a potential progression for how priorities evolve into objectives and then into staff implementation.

Strategic Priority: Community Growth

Objective: Support sustainable residential and commercial development

Staff Implementation: zoning updates, incentive packages, permitting improvements, etc.



Pressure Test for Objectives

1. Does this sound like something that staff could use to guide decisions?
2. At year end, will we be able to see whether meaningful progress has been made or not?

DEVELOPING STRATEGIC OBJECTIVES



Strategic Priority One	Strategic Priority Two
<ul style="list-style-type: none">• Objective One• Objective Two• Objective Three	<ul style="list-style-type: none">• Objective One• Objective Two• Objective Three
Strategic Priority Three	Strategic Priority Four
<ul style="list-style-type: none">• Objective One• Objective Two• Objective Three	<ul style="list-style-type: none">• Objective One• Objective Two• Objective Three