



**CITY COMMISSION
WEDNESDAY, APRIL 1, 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 Naming April as National Child Abuse and Neglect Prevention Month

Accepted by: Ginny Samples, SOS Child Advocacy Director; Corina Sanchez, SOS CASA Director; Tara Schnakenberg, SOS Child Visit & Exchange Center Director; and Lisa Harder, Kansas Children's Service League Infant Family Specialist

Proclamation Recognizing National Public Safety Telecommunicators Week, April 12–18, 2026

Accepted by: Sarah Jensen, Deputy Director of Lyon County Emergency Communications Center

Proclamation Recognizing April 19th–25th as National Library Week

Accepted by: Pauline Stacchini, Executive Director of Emporia Public Library

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) **GFOA Annual Comprehensive Financial Award**

Presented by: Janet Harrouff, Director of Finance

2) **Ordinance No. 26-08 Creating a Planned Unit Development Overlay for Property Located at 4500 W 18th Avenue**

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Approve Ordinance No. 26-08 Creating a Planned Unit Development Overlay for Property Located at 4500 W 18th Avenue

3) **Final Plat for Cedarbrook Meadows Addition**

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Approve Final Plat for Cedarbrook Meadows Addition

4) **Ordinance No. 26-07 Annexing Land at 615 Overlander Road Pursuant to K.S.A. 12-520**

Presented by: Justin Givens, Planning & Zoning Administrator

Recommended Action: Approve Ordinance No. 26-07 Annexing Land at 615 Overlander Road Pursuant to K.S.A. 12-520

5) **2026 Spring Landfill Days**

Presented by: Tina Weeks, Solid Waste Manager

Recommended Action: Authorize 2026 Spring Landfill Days event to be held from April 25th through May 3rd, 2026

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for March 18, 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

RECESS

Recess to Evora Wheeler Conference Room for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Discuss Street Stormwater Collapse
- 2) Discuss Evergy Franchise Agreement
- 3) Strategic Direction Part Three
- 4) Appoint Interviewing Commissioners for William Allen White Community Partnership Board

ADJOURNMENT



PROCLAMATION

WHEREAS, child abuse and neglect are serious problems affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse can have long-term psychological, emotional and physical effects that can have lifelong consequences for victims of abuse; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; and

WHEREAS, communities must make every effort to promote programs and activities that benefit children and their families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

THEREFORE, BE IT RESOLVED, that I Becky Smith, Mayor of the City of Emporia hereby proclaim the month of April 2026 as

NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH

in Emporia, Kansas, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

On this 1st Day of April 2026

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, emergencies can occur at any time that require sheriff, police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of sheriff's deputies, police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our deputies, police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lyon County Emergency Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our deputies, police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Lyon County Emergency Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Communications Officer has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

THEREFORE, BE IT RESOLVED, that I, Becky Smith, Mayor for the City of Emporia do hereby proclaim the week of April 12th through 18th, 2026 to be

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in Emporia, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

On this 1st Day of April 2026

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

WHEREAS, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

WHEREAS libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

WHEREAS libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “Find Your Joy”.

NOW, THEREFORE, I, Becky Smith, Mayor of the City of Emporia, Kansas, do hereby proclaim April 19–25, 2026, as

NATIONAL LIBRARY WEEK

in the city of Emporia, Kansas, and urge all residents of Emporia to visit our library, explore its resources, and celebrate all the ways that the library helps our community find joy.

On this 1st Day of April 2026

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

2024 GFOA Annual Comprehensive Financial Award

Title: 2024 GFOA Annual Comprehensive Financial Award

Agenda Date: April 1, 2026

Presented By: Janet Harrouff, Director of Finance

Background:

The City of Emporia submitted the 2024 Annual Comprehensive Financial Report to the Government Finance Officers Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting.

Discussion:

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Emporia for its annual comprehensive financial report for the fiscal year ended December 31, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by the government and its management.

This is the 40th consecutive year the City of Emporia has received the award (1985 – 2024).

Financial considerations:

None.

Recommended action:

Recognize the City of Emporia Accounting Staff
Janet Harrouff – Director of Finance
Tess Shepherd – Accounting Clerk
Chelsea Tyson – Accounting Clerk



Commission Action Report

Ordinance No. 26-08 Creating a PUD Overlay
for Property Located at 4500 W 18th Ave.

Title: Ordinance No. 26-08 Creating a Planned Unit Development Overlay for Property Located at 4500 W 18th Ave.

Agenda Date: April 1, 2026

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

Background:

The owner of property located at 4500 W 18th Ave. (Cedarbrook Meadows) has requested that the property be developed under a Planned Unit Development. The request comes as the owners intend to develop a 38-acre tract of land for residential and commercial purposes.

The Planning Commission, at their August 19, 2025, meeting, conducted the required public hearing, and made a unanimous recommendation for approval of the Final Planned Unit Development to the City Commission. Previously, the City Commission approved the Preliminary Planned Unit Development at the August 6, 2025, meeting.

Discussion:

The Planned Unit Development would allow for 124 residential lots, subject to standard single-family detached zoning requirements except with specific modifications to lot size, maximum lot coverage, and front building setback lines.

Additionally, an 8-acre portion of the property has been reserved for future commercial development.

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:

Adopt Ordinance No. 26-08 Creating a Planned Unit Development Overlay for Property Located at 4500 W 18th Ave.

Attachments:

Ordinance Creating Planned Unit Development Overlay
Final Planned Unit Development
Excerpt of Minutes from Planning Commission meeting including the Staff Report
Aerial Location Map

ORDINANCE NO. 26-08

AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT OVERLAY IN THE CITY OF EMPORIA, KANSAS 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. That a Final Planned Unit Development (hereinafter "PUD") is hereby approved for the following legally described property:

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

And generally located: 4500 W 18th Ave., Emporia, KS

Section 2. The City Clerk shall file with the Lyon County Register of Deeds a copy of the Final Planned Unit Development.

Section 3. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 1st day of April, 2026.

BECKY SMITH, Mayor

ATTEST:

KERRY SULL, City Clerk



**EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION / BOARD OF ZONING APPEALS
EXCERPT OF MINUTES OF AUGUST 19, 2025
REGULAR MEETING**

The Planning Commission met in a regular session on Tuesday, August 19, 2025, with Chair Rogers presiding. Commissioners Bucklinger, Lingenfelter, Ogle, Fowler, Thomas, and Reed were present.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

Chair Rogers called the meeting to order.

2. Planning Commission: Consider PC 2025-09 – A Request for Approval of a Final Planned Unit Development – Cedarbrook Meadows – 4500 W 18th Ave.

Chair Rogers asked if proper notice had been given. **Givens** confirmed that proper notice was provided to the newspaper for the original public hearing date.

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

Givens stated that this item was tabled from the July meeting in order to ensure that the proper process for approval was being followed.

Givens provided an update on the process and the task before the Planning Commission within the approval process.

Givens provided an updated Staff Report.

STAFF REPORT

Application #: PC 2025-09

Applicants: Crosswinds At Flint Hills LLC (owner / applicant)
Professional Engineering Consultants (agent)

Requested Action: Applicant requests approval of a Final Planned Unit Development (PUD)

Purpose: Applicant desires to develop a 38 acre tract of land with single-family residential and commercial property within the PUD.

Address: 4500 W 18th Ave. North of 18th Ave – East of Road G

Legal description: See Attached Exhibit A

Lot Size: 38.50 acres

Existing Zoning: Commercial / Single-Family Detached

Future Zoning in ELC Comp. Plan: Area was contemplated for commercial and residential development

Surrounding Zoning:

North – County Agriculture

East – City Civic / Public

South – City Flex-Use Low

West – County Agriculture

Surrounding Actual Uses:

North – Cropland

East – Jones Aquatic Center / City Owned Property

South – Frontier Farm Credit / Lighthouse Baptist Church

West – Vacant Ground / Juan Transportation Trucking Services

Analysis: Following the original submittal to the Planning Commission for the Preliminary Planned Unit Development and Plat, the recommendation of the Planning Commission should have been presented to the City Commission for approval of the Preliminary PUD and Preliminary Plat. The deviation from this process slowed the development process, but allowed the developer to adjust the Preliminary Plan.

The Preliminary Plan was presented to the City Commission at the August 6th meeting. At that time, the City Commission voted unanimously to override the recommendation of the Planning Commission's recommendation and allow a minimum lot width of 50 feet and a minimum lot size of 6,240 sq. ft.

The process for the approval of the Final PUD is found in Section 8.9.6 as follows:

8.9.6 Final Plan.

- a. After approval of a preliminary plan by the Governing Body, the applicant shall submit an application for final approval. The application may include the entire planned unit development or may be for a section thereof. The application shall include five (5) copies of such drawings, specifications, easements, conditions as set forth in the approval of the preliminary plan and with requirements of section 8.9.
- b. A plan submitted for final approval shall be deemed to be in substantial compliance with the approved preliminary plan, provided any modification of the plan does not:
 1. Vary the proposed gross residential density or intensity of use by more than five percent (5%) or involve a reduction in the area set aside for common open space, nor the substantial relocation of such area; or
 2. Increase by more than ten percent (10%) the floor area proposed for any building; or
 3. Increase by more than five percent (5%) the height of the proposed building; or
 4. Substantially change the design of the plan so as to significantly alter, as determined by the Planning Commission including such items as pedestrian or vehicular traffic flow or different land uses.

- c. A public hearing need not be held for approval of a final plan if it is in substantial compliance with the approved preliminary plan, and a public hearing need not be held to consider modifications of water, stormwater, sanitary sewers or other utilities. The Planning Commission shall forward its recommendation to the Governing Body for its final approval.
- d. In the event the final plan contains substantial changes from the approved preliminary development plan, the applicant shall resubmit an amended preliminary plan which shall be considered in the same manner prescribed for original approval.

Staff recommends that the Planning Commission find that the Final PUD is in substantial compliance with the revised Preliminary Plan as the above conditions have been met.

The Revised Planned Unit Development consists of an 8 acre commercial development and a 32 acre residential development. The commercial development would be located along the east side of Road G, continuing the current existing commercial development at the corner of Road G and 18th Ave. For reference and scale comparison, there could be another three properties developed similar to Frontier within the commercial development area. The commercial property would be developed under the Commercial Zoning Regulations and Standards. Other items of note for the commercial property:

- Maximum Building Height – 3 Stories, which is standard.
- Maximum Lot Coverage – 60%, which is standard.
- The building setbacks as shown on the PUD are standard for the Commercial Parcel Type.
- Additional items listed within the PUD text are acceptable to staff. The developer has provided provisions for screening, landscaping, circulation, and signage.

The residential portion of the development, is centered on 124 lots. The lots would be subject to Single-Family Detached Zoning Regulations and Building Standards, except for any specific variations that are listed within the PUD.

- The minimum lot size listed is 6,240 sq. ft. An exhibit provided by the applicant shows a section of lots that are designed to have a larger size, which is consistent between the revised Preliminary PUD and Final PUD.
- The maximum lot coverage is decreased from 50% to 40%, which is consistent between the revised Preliminary PUD and Final PUD. The decrease in maximum lot coverage increases openness in the smaller lots. Total building coverage of a minimum lot would be 2,496 sq. ft.
- The applicant has proposed a front building setback of 25 ft. which is consistent between the revised Preliminary PUD and Final PUD. The building envelope for the minimum lot size would be 3,150 sq. ft. based on the front, rear, and side yard setbacks.

Considerations:

It is the intent of the Planned Unit Development District to encourage innovation in residential, commercial and industrial development by greater variety in type, design, and layout of buildings, to encourage a more efficient use of land reflecting changes in the technology of land development; to encourage the expansion of urban areas incorporating the best features of modern design while conserving the value of the land; and to provide a procedure which relates the type, design and layout of development to the particular site and the particular demand at the time of development in a manner consistent with the preservation of property values within established neighborhoods.

The proposed PUD maintains a commercial corridor along Road G and creates what is more commonly seen in older traditional neighborhoods, but is becoming more common in new development. A smaller lot that increases the density within a developable area. This increase in density creates a more urban than suburban setting, but design parameters proposed by the applicant still allow for car centric lifestyle that is predominant in the Midwest. Staff contends that the proposed development maximizes the use of the land and promotes more affordable housing.

A planned unit development shall be in general conformity with the provisions of the comprehensive plan, and shall not have a substantially adverse effect on the development of the neighboring area.

The proposed development reflects the needs of creating housing that is more affordable as reflected in PLAN ELC. The proposed housing aspect of the plan brings what we typically see in the inner core of the city to the edge, and in doing so maximizes available development land, promotes more affordable housing and develops an area that has city services readily available.

Neighborhood Communications: Staff has received one call about the proposed project. The caller expressed no objection to the project.

Recommendation: Staff recommends the Planning Commission make a motion to recommend approval of the Final PUD to the City Commission.

Attachments: Final PUD | Aerial Map | PEC PUD Graphics

The Public Hearing was opened.

Lance Onstott, Professional Engineering Consultants (agent for the applicant) spoke on behalf of the applicant and in support of the Planned Unit Development. Onstott discussed some of the revisions, based on Planning Commission input, to the design of the PUD including the addition of larger lots, the location of larger lots, and a the walking area throughout the development.

Tyler Curtis, City Commissioner, presented a statement on his reasoning for overriding the Planning Commission's recommendation and his general support for the Planning Commission and Commissioners.

The Public Hearing was closed.

Commissioner Reed made a motion to find that the Final Plan is in substantial compliance with the Preliminary Plan and recommend its approval to the Governing Body. Commissioner Lingenfelter seconded the motion. The motion carried 7-0.

Respectfully Submitted,

Justin Givens, Secretary

CEDARBROOK MEADOWS
FINAL PLAT & PUD
AERIAL PHOTO





Commission Action Report

Final Plat for Cedarbrook Meadows Addition

Title: Final Plat for Cedarbrook Meadows Addition

Agenda Date: April 1, 2026

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

Background:

The owners of property located at 4500 W 18th Ave, and generally located in the northeast corner of Road G and West 18th Ave. have requested that a final plat be approved for their property. The property consists of approximately 38-acres that will be dedicated to 124 residential lots, and 8-acres for commercial development.

The Planning Commission, at their August 19, 2025 meeting, made a recommendation for approval to the City Commission.

Discussion:

The property will be developed under a Planned Unit Development that creates changes to the minimum lot size and maximum lot coverage allowed under normal subdivision regulations and modifies the front building setback line. An RHID is intended to be created to handle the financing of the infrastructure improvements that the developer is responsible for.

The Governing Body, when considering a recommendation from the Planning Commission on a Final Plat may; 1) Approve the Plat; 2) Disapprove the Plat; 3) Accept or Refuse any Dedications of Land for Public Purposes within 30 days; 4) Defer any Action for 30 days for the Applicant to Modify or Comply with any Additional Requirements; 5) Return the application to the Planning Commission, giving reasons for doing so and request reconsideration.

Financial considerations:

No city funds are required for the approval of the plat

Recommended action:

Approve Final Plat for Cedarbrook Meadows Addition

Attachments:

Cedarbrook Meadows Addition Final Plat
Excerpt of Minutes from Planning Commission meeting including the Staff Report
Aerial Location Map

CEDARBROOK MEADOWS ADDITION

EMPORIA, LYON COUNTY, KANSAS

FINAL PLAT

COUNTY SURVEYOR'S CERTIFICATE

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 2025.

WARREN CHIP WOODS, P.S. #603
COUNTY SURVEYOR
LYON COUNTY KANSAS

GOVERNING BODY CERTIFICATE:

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON ACCEPTED BY THE CITY COMMISSION OF THE CITY OF EMPORIA, KANSAS, THIS _____ DAY OF _____, 2025.

_____, MAYOR
ERREN HARTER

ATTEST:

_____, CITY CLERK
KERRY SULL

COUNTY TREASURER'S CERTIFICATE:

STATE OF KANSAS)
COUNTY OF LYON) SS

I HEREBY CERTIFY THAT THE TAXES OF THE INCLUDED TRACTS ARE CURRENT.

_____, COUNTY TREASURER
SHARON GAEDE

TRANSFER RECORD:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2025

_____, COUNTY CLERK
AMY JACKSON JONES

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF LYON) AS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 2025.

_____, REGISTER OF DEEDS
WENDY WEISS

_____, DEPUTY
PAMI DRAKE

CERTIFICATE OF SURVEY:

STATE OF KANSAS)
COUNTY OF LYON) SS

ON THIS _____ DAY OF _____, 2025 WE, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., A PROFESSIONAL ASSOCIATION DULY AUTHORIZED TO PRACTICE LAND SURVEYING (CLS65), IN THE AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT, UNDER THE RESPONSIBLE CHARGE OF THE UNDERSIGNED, WE HAVE SURVEYED AND PLATTED, CEDARBROOK MEADOWS ADDITION TO EMPORIA, LYON COUNTY, KANSAS, INTO LOTS, BLOCKS, RESERVES AND STREETS, AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT EXHIBIT OF THE PROPERTY SURVEYED TO THE BEST KNOWLEDGE AND BELIEF OF THE PROFESSIONAL ASSOCIATION, DESCRIBED AS

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 28, 2024, BY ERNEST CANTU, JR., P.S. #1407, AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (C.L.S. #65), A PROFESSIONAL ASSOCIATION LICENSED TO PRACTICE SURVEYING IN THE STATE OF KANSAS, SAID TRACT OF LAND DESCRIBED BASED ON A BEARING OF SOUTH 89°00'02" WEST, MEASURED FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, USING ZONE 9 OF THE KANSAS REGIONAL COORDINATE SYSTEM (EMPORIA ZONE), WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, WITH DISTANCES HEREIN MEASURED HORIZONTALLY ON THE GROUND, SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2-INCH REBAR WITH YELLOW I.D. CAP STAMPED "KVE CLS20", HELD FOR THE POSITION OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LYON COUNTY, KANSAS; THENCE BEARING SOUTH 89°00'02" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1067.84 FEET TO THE POINT OF BEGINNING, SAID POINT BEING COINCIDENT WITH THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, IN VOLUME 436, PAGE 903, RECORDED ON SEPTEMBER 9, 1998, WITH THE OFFICE OF THE REGISTER OF DEEDS, LYON COUNTY, KANSAS; THENCE CONTINUING WITHOUT DEFLECTION, BEARING SOUTH 89°00'02" WEST ALONG SAID SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN JOINT TENANCY WARRANTY DEED, IN BOOK 444 OF DEEDS, PAGE 495, RECORDED ON MAY 12, 2000, WITH SAID OFFICE OF THE REGISTER OF DEEDS, FROM WHICH A 5/8-INCH REBAR WITH LYON COUNTY I.D. CAP IN A CIRCULAR SURVEY MONUMENT BOX, HELD FOR THE POSITION OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, BEARS SAME SOUTH 89°00'02" WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6 AT DISTANCE OF 1150.75 FEET; THENCE BEARING NORTH 0°59'58" WEST, PERPENDICULAR FROM SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 444, PAGE 495, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED, IN BOOK 448 OF DEEDS, PAGE 607, RECORDED ON JUNE 15, 2001, WITH SAID OFFICE OF THE REGISTER OF DEEDS, A DISTANCE OF 473.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607; THENCE BEARING SOUTH 89°00'02" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607, A DISTANCE OF 400.14 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 448, PAGE 607, ALSO BEING COINCIDENT WITH THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INDIVIDUAL TRUSTEE'S DEED, IN DOCUMENT NUMBER 2015-04746, RECORDED ON DECEMBER 30, 2015, SAID POINT ALSO BEING PERPENDICULARLY NORTH FROM SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, NORTH OF A POINT 750.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 AS DESCRIBED IN SAID BOOK 448, PAGE 607, AND AS DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746; THENCE CONTINUING WITHOUT DEFLECTION, BEARING SOUTH 89°00'02" WEST, ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746, A DISTANCE OF 741.52 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, BEING COINCIDENT WITH THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 2015-04746, FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6 BEARS SOUTH 0°06'04" WEST ALONG SAID WEST LINE AT A DISTANCE OF 473.09 FEET; THENCE BEARING NORTH 0°06'04" EAST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1139.80 FEET, FROM WHICH A 5/8-INCH REBAR WITH ILLEGIBLE CAP (POSSIBLY RESET BY STEVEN S. BROSEMER, PS#752, ON OCTOBER 15, 2001), HELD FOR THE POSITION OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 6, BEARS NORTH 0°06'04" EAST ALONG SAID WEST LINE AT A DISTANCE OF 1027.56 FEET; THENCE BEARING NORTH 89°45'42" EAST A DISTANCE OF 910.45 FEET; THENCE BEARING SOUTH 89°47'19" EAST A DISTANCE OF 50.91 FEET; THENCE BEARING NORTH 56°32'40" EAST A DISTANCE OF 76.62 FEET; THENCE BEARING NORTH 89°46'33" EAST A DISTANCE OF 450.00 FEET TO THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, IN VOLUME 436, PAGE 903; THENCE BEARING SOUTH 0°57'59" WEST ALONG SAID WEST LINE OF SAID TRACT OF LAND DESCRIBED IN VOLUME 436, PAGE 903, A DISTANCE OF 1635.42 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND BEING SUBJECT TO CITY OF EMPORIA ROAD RIGHT OF WAY FOR WEST 18TH AVENUE ON THE SOUTH 45 FEET THEREOF, AS DESCRIBED IN RIGHT OF WAY TRACT NO. 1, IN VOLUME 531, PAGE 271, RECORDED ON MARCH 30, 2000, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND BEING SUBJECT TO LYON COUNTY ROAD RIGHT OF WAY FOR ROAD G ON THE WEST 55 FEET THEREOF, AS DESCRIBED IN EASEMENT TRACT NO. 5-A, IN VOLUME 296, PAGE 509, RECORDED ON OCTOBER 14, 1966, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND BEING SUBJECT TO CITY OF EMPORIA ROAD RIGHT OF WAY FOR ROAD G ON THE WEST 70 FEET, MEASURED ALONG THE SOUTH 260.42 FEET OF THE MOST WESTERLY LINE OF SAID TRACT OF LAND, AS DESCRIBED IN RIGHT OF WAY, IN VOLUME 541, PAGE 603, RECORDED ON AUGUST 10, 2001, WITH SAID OFFICE OF THE REGISTER OF DEEDS; SAID TRACT OF LAND THEREOF CONTAINING 41.839 GROSS ACRES, MORE OR LESS, AND CONTAINING 40.000 NET ACRES, MORE OR LESS, EXCLUSIVE OF SAID ROAD RIGHTS OF WAY; END OF DESCRIPTION.

ERNEST CANTU JR., P.S. NO. 1407
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

MORTGAGE CERTIFICATE

WE, ESB FINANCIAL, HAVING A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY, DO HEREBY CONSENT TO THE PLATTING OF CEDARBROOK MEADOWS ADDITION.

_____, VT COMMERCIAL LENDER
ERIC PORTER

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF LYON) SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2025 BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE CAME

_____, OF ESB FINANCIAL, WHO IS PERSONALLY KNOWN TO ME TO BE SUCH PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF BEHALF OF SAID CORPORATION AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC: _____ MY APPOINTMENT EXPIRES: _____

PRINT NAME: _____

OWNER'S CERTIFICATION AND DEDICATION:

THIS IS TO CERTIFY THAT WE, THE OWNERS OF THE LAND DESCRIBED IN THE CERTIFICATE OF SURVEY, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, RESERVES AND STREETS, TO BE KNOWN AS CEDARBROOK MEADOWS ADDITION TO EMPORIA, LYON COUNTY, KANSAS.

ALL EXISTING PUBLIC EASEMENTS, BUILDING SETBACKS, ACCESS CONTROLS, DEDICATED STREETS AND ALL OTHER PUBLIC DEDICATIONS LYING WITHIN THE LAND DESCRIBED IN THE CERTIFICATE OF SURVEY, ARE HEREBY VACATED BY VIRTUE OF K.S.A. 12-512B, AS AMENDED.

ALL ABUTTERS' RIGHT OF ACCESS TO AND FROM ROAD G, WEST 18TH AVENUE, AND 19TH STREET, AS SHOWN ARE HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY; PROVIDED HOWEVER THAT LOT 29, BLOCK A, SHALL HAVE FOUR (4) ACCESS OPENINGS ONTO ROAD G, ALL ACCESS OPENINGS ALONG ROAD G ARE TO BE IN ACCORDANCE WITH CITY OF EMPORIA ACCESS MANAGEMENT STANDARDS.

EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES & DRAINAGE ARE HEREBY GRANTED TO THE PUBLIC. NO SIGNS, LIGHT POLES, PRIVATE DRAINAGE SYSTEMS, MASONRY FENCES, MASONRY TRASH ENCLOSURES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN PUBLIC EASEMENTS UNLESS A USE OF EASEMENT PERMIT IS OBTAINED FROM THE CITY OF EMPORIA.

FEMA FLOODPLAIN AND REGULATORY FLOODWAY BOUNDARIES ARE SUBJECT TO PERIODIC CHANGE AND SUCH CHANGE MAY AFFECT THE INTENDED LAND USE WITHIN THE SUBDIVISION.

RESERVE A IS HEREBY PLATTED FOR OPEN SPACE, DRAINAGE, STORMWATER DETENTION, RECREATIONAL USES, PRIVATE SIDEWALKS, PARKING, LANDSCAPING, AND UTILITIES CONFINED TO EASEMENTS.

RESERVES B AND C ARE HEREBY PLATTED FOR OPEN SPACE, ENTRY MONUMENTS, LANDSCAPING AND UTILITIES CONFINED TO EASEMENTS.

RESERVES D AND E ARE HEREBY PLATTED FOR OPEN SPACE, ENTRY MONUMENTS, PRIVATE SIDEWALKS, BERMS, LANDSCAPING, AND UTILITIES CONFINED TO EASEMENTS.

RESERVE F IS HEREBY PLATTED FOR OPEN SPACE, DRAINAGE, STORMWATER DETENTION, RECREATION USES, PRIVATE SIDEWALK, PARKING, LANDSCAPING, AND UTILITIES CONFINED TO EASEMENTS.

RESERVES G, H, AND I ARE HEREBY PLATTED FOR OPEN SPACE, DRAINAGE, RECREATION USES, PRIVATE SIDEWALK, LANDSCAPING, BERMS, AND UTILITIES CONFINED TO EASEMENTS.

RESERVES A THROUGH I SHALL BE OWNED AND MAINTAINED BY ONE OR MORE PROPERTY OWNERS ASSOCIATIONS TO BE FORMED.

THIS ADDITION IS SUBJECT TO THE CONDITIONS OF PUD NO. _____.

ALL STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

OWNER: CROSSWINDS AT FLINT HILLS, LLC

_____, CANDY HILLS, MANAGER
_____, JOHN MATTHEW KEYS, MANAGER

NOTARY CERTIFICATE:

STATE OF KANSAS)
COUNTY OF LYON) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY CANDY HILLS, MANAGER AND JOHN MATTHEW KEYS, MANGER OF CROSSWINDS AT FLINT HILLS, LLC OWNERS OF THE PROPERTY DESCRIBED.

_____, NOTARY PUBLIC

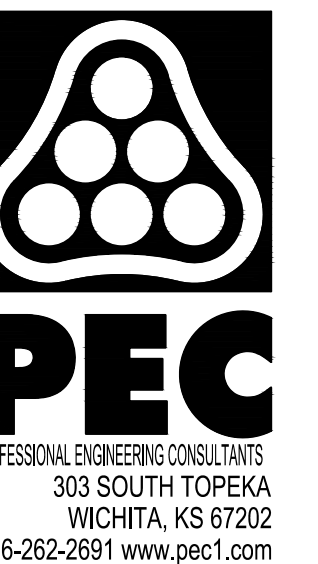
MY APPOINTMENT EXPIRES _____

PLANNING COMMISSION CERTIFICATE:

THIS PLAT OF CEDARBROOK MEADOWS ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF EMPORIA PLANNING COMMISSION, EMPORIA, KANSAS, APPROVED THE _____ DAY OF _____, 2025.

_____, CHAIR
RAYMOND ROGERS

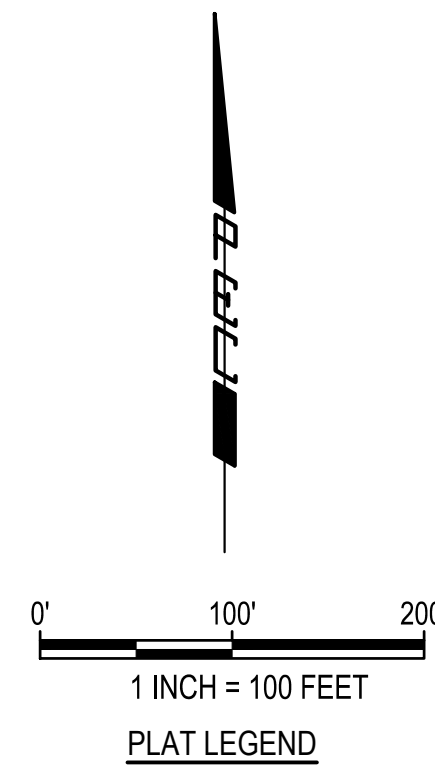
_____, SECRETARY
JUSTIN GIVENS



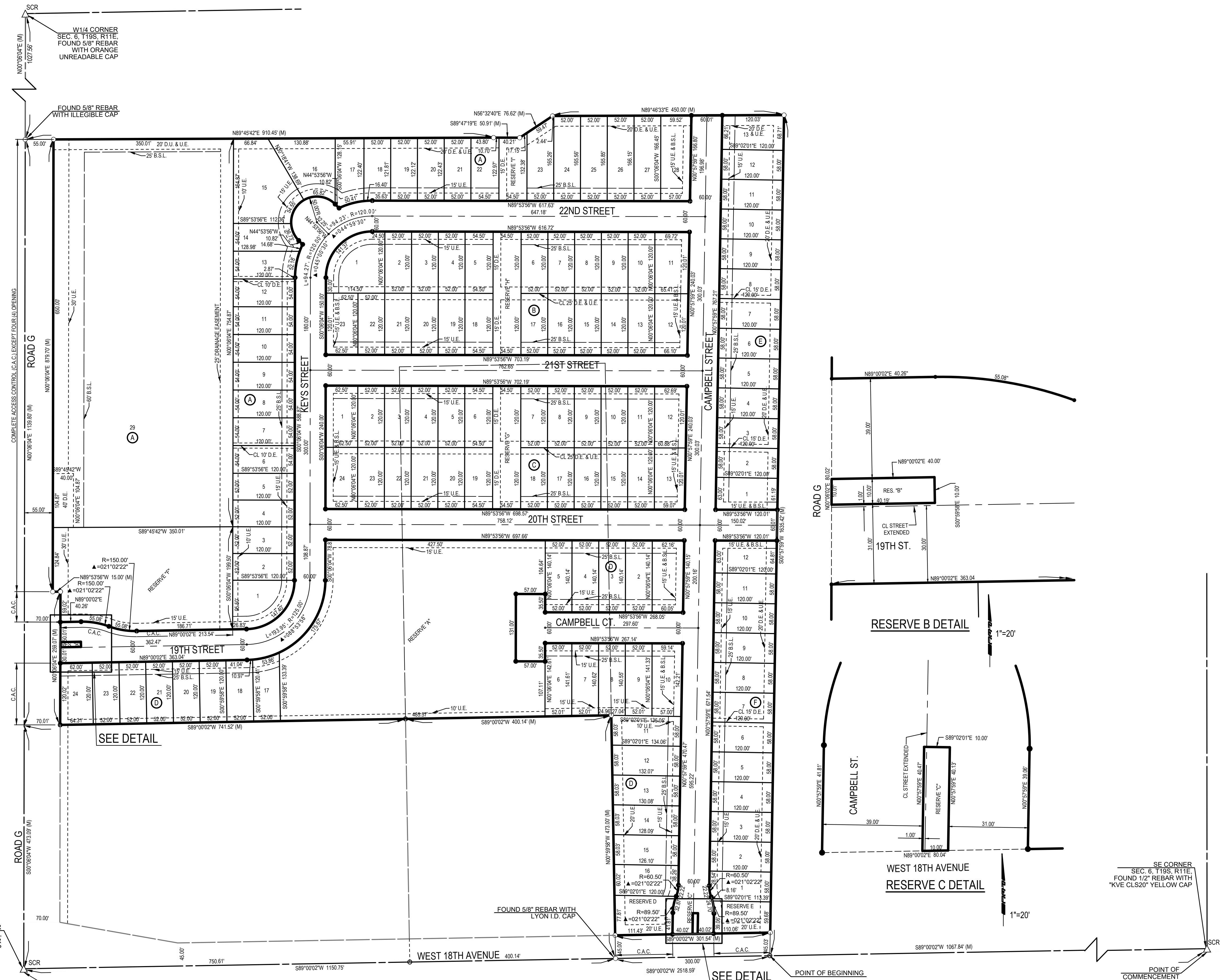
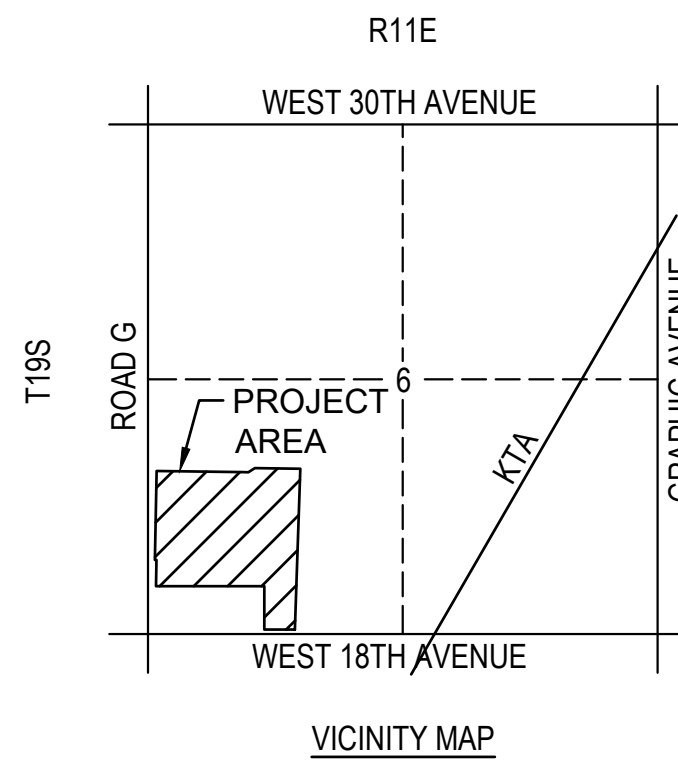
CEDARBROOK MEADOWS ADDITION

EMPORIA, LYON COUNTY, KANSAS

FINAL PLAT



- △ FOUND CORNER AS NOTED
 ● SET MONUMENT
 ○ FOUND 5/8" REBAR AS NOTED
- B.S.L. BUILDING SETBACK LINE
 C.A.C. COMPLETE ACCESS CONTROL
 U.E. UTILITY EASEMENT
 D.E. DRAINAGE EASEMENT
 (M) MEASURED
 (R) RECORD
 (P) PLATTED

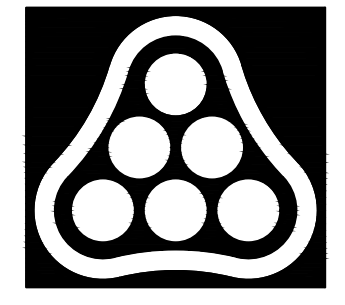


BENCHMARK LIST
 <BENCHMARK NUMBER> - <BENCHMARK DESCRIPTION>
 ELEV. = ##### (DATUM)

SW CORNER
 SEC. 6, T19S, R11E,
 FOUND 5/8" REBAR
 WITH LYON CO. CAP

FOUND 5/8" REBAR WITH
 LYON T.D. CAP

SE CORNER
 SEC. 6, T19S, R11E,
 FOUND 1/2" REBAR WITH
 *KVE CLS20" YELLOW CAP



PROFESSIONAL ENGINEERING CONSULTANTS
 303 SOUTH TOPEKA
 WICHITA, KS 67202
 316-262-2691 www.pec1.com

SAVED 6/9/2025 4:02:56 PM BY BILL SEYSON
 PLOTTED 6/9/2025 4:03:45 PM BY BILL SEYSON
 U:\WICHTA-CIVIL\2024\240588\001\2PD4_PLANS\030\PLAT\240588-001-CEDARBROOK MEADOWS FINAL-REVISED.DWG



**EMPORIA-LYON COUNTY METROPOLITAN AREA
PLANNING COMMISSION / BOARD OF ZONING APPEALS
EXCERPT OF MINUTES OF AUGUST 19, 2025
REGULAR MEETING**

The Planning Commission met in a regular session on Tuesday, August 19, 2025, with Chair Rogers presiding. Commissioners Bucklinger, Lingenfelter, Ogle, Fowler, Thomas, and Reed were present.

City staff: Justin Givens, Planning & Zoning Administrator, was present.

Chair Rogers called the meeting to order.

3. Planning Commission: Consider PC 2025-10 – A Request for Approval of a Final Plat – Cedarbrook Meadows – 4500 W 18th Ave.

Chair Rogers asked if proper notice had been given. **Givens** confirmed that proper notice was provided to the newspaper for the original public hearing date.

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

Givens present the staff report.

STAFF REPORT

Application #: PC 2025-10

Applicants: Crosswinds At Flint Hills LLC

Owners: Crosswinds At Flint Hills LLC

Agents: Professional Engineering Consultants (PEC)

Requested Action: Approval of a Final Plat.

Purpose: Applicant desires to develop a 38-acre tract of land for single-family homes and commercial property

Address: 4500 W 18th Ave. North of W 18th Ave. – East of Road G

Legal description: See Exhibit A

Area Size: 38 +/- acres

Existing Zoning: Single-Family Detached / Commercial

Surrounding Zoning:

North: County Agriculture
East: Civic / Public
South: Flex-Use Low
West: County Agriculture

Surrounding Actual Uses:

North: Cropland
East: Jones Aquatic Center / City Owned Vacant Property
South: Frontier Farm Credit / Lighthouse Baptist Church
West: Vacant Ground / Juan Transportation Trucking Services

Future Zoning in ELC Comp. Plan: Area was contemplated for a mixture of housing, parks, and commercial development.

Analysis: The applicant is proposing to develop a 38-acre tract of land with approximately 8 acres being dedicated to commercial development and the balance of the tract being dedicated for residential development. The applicant has been approved by the City Commission for a Planned Unit Development Overlay District. The Planned Unit Development will allow for the managed growth of the commercial and residential areas in accordance with the approved plan. There are several modifications to base zoning standards within the Planned Unit Development. The residential development centers on lots smaller than a typical greenfield-development. The lots are varied in size with 31 lots having a minimum square footage of 7,000 sq. ft. and 93 lots with a minimum square footage of 6,200 sq. ft.

Access for the development will come from both 18th Road and Road G and most lots will be served by a looped road system. A single hammerhead type road is proposed one section of the development. Additionally, a walking trail is proposed that would link the northern most properties and the residential park reserve on the southern edge of the residential property.

At their August 6, 2025 meeting, the City Commission overrode the Planning Commission's recommendation and approved a Preliminary PUD/Plat, which would allow for 50 ft. lot widths and 6,240 sq. ft. minimum lot square footage.

Staff has provided the following information on the Final Plat as presented.

1. **Plat Name:** The proposed name of the development is Cedarbrook Meadows which meets requirements.
2. **Legal Description:** The legal description shown on the final plat meets requirements and has been reviewed by the County Surveyor.
3. **Lots:** The final plat proposes 124 lots, which are labeled appropriately. The subject property is proposed to be developed as a Planned Unit Development, which will control lot size, building setbacks, and other development aspects. The development parameters for the residential area are listed below:
 - Minimum Lot Size: Greenfield Standard: 9,000 sq. ft. – Infill Standard: 6,500 sq. ft.
 - Block D/Lots 11-16, Block E/Lots 1-13, and Block F/Lots 1-12: 6,960 sq. ft.
 - Block A/Lots 1-28, Block B/Lots 1-12, Block C/Lots 1-24, and Block D/Lots 1-10/17-24: 6,240 sq. ft.
 - Minimum Lot Width: Greenfield Standard: 60 ft. – Infill Standard: 40 ft.
 - All Lots – 52 ft.
 - Minimum Lot Depth: Greenfield Standard: 120 ft. – Infill Standard: 120 ft.

- All Lots – 120 ft.
- Maximum Lot Coverage: Greenfield Standard: 40% – Infill Standard: 50%
 - All Lots – 40%

4. **Blocks:** 6 blocks are shown and labeled appropriately A thru F

5. **Building Lines:** Greenfield Standard: 25 ft. – Infill Standard: 15 ft.

A front building setback line of 25 ft. is shown on the plat. The building setback line will provide room in front yards for automobile parking and provides needed space for the smaller lots that are proposed. Rear and Side Yards, while not required to be shown shall be set at 20 ft. rear and 5 ft. side yard minimums.

6. **Easements:** Easements for utilities are shown on the final plat. Both front and rear easements have been provided. The front easement of 15 ft. will be located within the front building setback. The Utility Advisory Board has reviewed the plat and no private utility has asked for additional easements at this time.

7. **Reserves:** 9 reserves have been provided:

- Reserve A is dedicated for open space, drainage, stormwater detention, recreational uses, private sidewalks, parking, landscaping, and utilities as confined to easements.
- Reserves B and C are dedicated for open space, entry monuments, landscaping, and utilities confined to easements.
- Reserves D and E are dedicated for open space, entry monuments, private sidewalks, berms, landscaping, and utilities confined to easements.
- Reserve F is dedicated for open space, drainage, stormwater detention, recreation uses, private sidewalk, parking, landscaping, and utilities confined to easements.
- Reserves G, H, and I are dedicated for open space, drainage, recreation uses, private sidewalk, landscaping, berms, and utilities confined to easements.
- The applicant indicates and is required to create an owner’s association for the ownership and maintenance of the reserves. The documents creating the owner’s association shall be provided prior to the final plat being approved by the City Commission.

8. **Drainage:** A drainage and grading plan is under review by the City Engineer and is subject to approval by the City Engineer prior to final plat being approved by the City Commission.

The applicant has provided for onsite detention to handle stormwater runoff in the form of two retention ponds located within Reserve A and Reserve F.

9. **Public & Private Improvements:**

- **Streets:**
 - An interconnected street network has been provided. One connection has been provided for ingress/egress to Road G. One connection has been provided to 18th Ave. for ingress and egress. A monument is provided for separation of vehicles entering and exiting the development at both locations.
 - 20th Street allows for the continuation to a future street to the east.

- Campbell Street allows for the continuation to a future street to the north.
- Campbell Ct. utilizes a hammerhead versus a traditional cul-de-sac to maximize space dedicated to reserve A. The hammerhead is of sufficient size for fire apparatus to maneuver. The applicant shall indicate whether parking will be allowed within the hammerhead and shall clearly mark parking areas and no parking areas as approved by the Fire Marshall when final road plans are approved.
- The street naming utilizes the existing numerical street names. A corrected final plat shall show Avenue instead of Street for the numbered streets. Campbell Ct., Campbell St., and Keys St are acceptable names.
- **Sidewalks:** A 6 ft. sidewalk is shown on the Final PUD and is appropriately located on one side of each street. A walking path has been provided for in Reserve G, H, and I, and shall be installed when the corresponding street is built.
- **Sanitary Sewer:** A utility plan has been submitted and is pending review by the City Engineer. Sanitary Sewer will be provided within the street right of way in the front of each property or connected via a stub under the road. All sewer connections will be in the front of each house.
- **Water:** A utility plan has been submitted and is pending review by the City Engineer. Water service will be provided within the street right of way and each lot shall be connected by a stub either in the front yard or under the street.
- **Fire Protection:** The fire marshal shall approve the location of all fire hydrants prior to final road and utility plans being approved.
- **Private Utilities:** Space has been provided in both the front and rear of properties for private utility easements. The easements are of ample size necessary for development. No private utility has requested additional easement at this time.

11. Miscellaneous:

- All maintenance agreements and other requirements concerning the Planned Unit Development and Owners Association shall be provided for review prior to approval by the City Commission of the Final Plat / PUD.

Process for Approval: Once a Preliminary Plan/Plat has been approved by the City Commission, the Planning Commission is tasked with determining whether the Final Plat is in substantial conformity with the approved Preliminary Plat and recommend to the City Commission, that it accept.

Neighborhood Communications: At the time of writing the report staff has had discussion with one property owner concerning the development. No objection was stated at that time.

Recommendation: Staff recommends the Planning Commission recommend approval of the Final Plat based on its substantial conformance with the Preliminary Plat.

Attachments: Aerial Map | Zoning Map | Revised Preliminary Plat | Final Plat | Utility Plan

The Public Hearing was opened.

Lance Onstott, Professional Engineering Consultants (agent for the applicant) spoke on behalf of the applicant and in support of the Final Plat.

No Person Spoke Against the Final Plat.

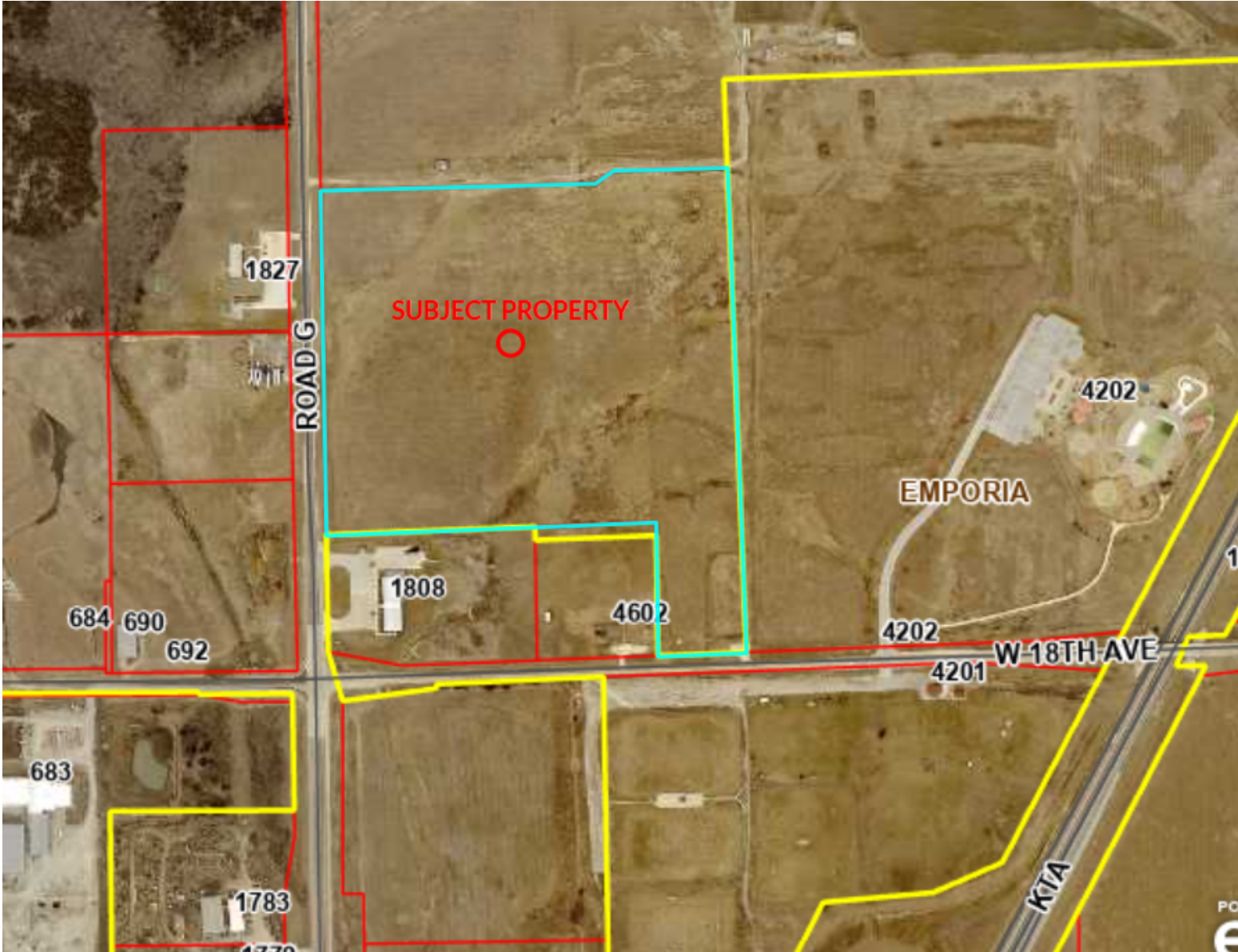
The Public Hearing was closed.

Commissioner Reed made a motion to approve the Final Plat to the Governing Body based on a finding that it conforms to the Subdivision Regulations. Commissioner Lingenfelter seconded the motion. The motion carried 7-0.

Respectfully Submitted,

Justin Givens, Secretary

CEDARBROOK MEADOWS
FINAL PLAT & PUD
AERIAL PHOTO





Commission Action Report

Ordinance No. 26-07 Annexing Land Located
at 615 Overlander Rd. Pursuant to K.S.A. 12-520

Title: Ordinance No. 26-07 Annexing Land at 615 Overlander Rd.
Pursuant to K.S.A. 12-520

Agenda Date: April 1, 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 615 Overlander Rd. 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 development on the property for Flint Hills Technical College.

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 property owner has submitted a request for rezoning that will be considered at the April 14, 2026, Emporia Planning Commission meeting.

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, which will fit with the planned agricultural education center for FHTC.

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. 26-07 Annexing Land at 615 Overlander Rd. Pursuant to K.S.A. 12-520

Attachments:

Annexation Ordinance
Consent for Annexation
Aerial Location Map
Zoning Map

ORDINANCE NO. 26-07

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 615 Overlander Road, 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 ORDANIED 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, PS 1368, 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 degrees 41'24"W. (Basis of Bearings) on the East line of said SE 1/4 for 660.00 feet; thence S.87 degrees 53'50"W. for 30.00 feet to the 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 degrees 53'50"W. on the South line of said Lot 1 for 330.00 feet; thence S.00 degrees 41'24"E. parallel with said East line for 170.00 feet; thence N.87 degrees 53'50"E. for 330 feet to the West Right of Way line of Overlander Road; Thence N.00 degrees 41'24"W. on said West Right of Way line for 170.00 feet to the point of beginning.

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 1st day of April 2026.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

CONSENT TO ANNEXATION

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

The undersigned Caron L. Daugherty, President of and Authorized Representative of Flint Hills Technical College, owner of the following legally described land, located generally 615 Overlander, Emporia, Lyon County, Kansas, hereby formally consents to annexation of such land into 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, PS 1368, on July 8, 2025, and being more particularly described as follows:

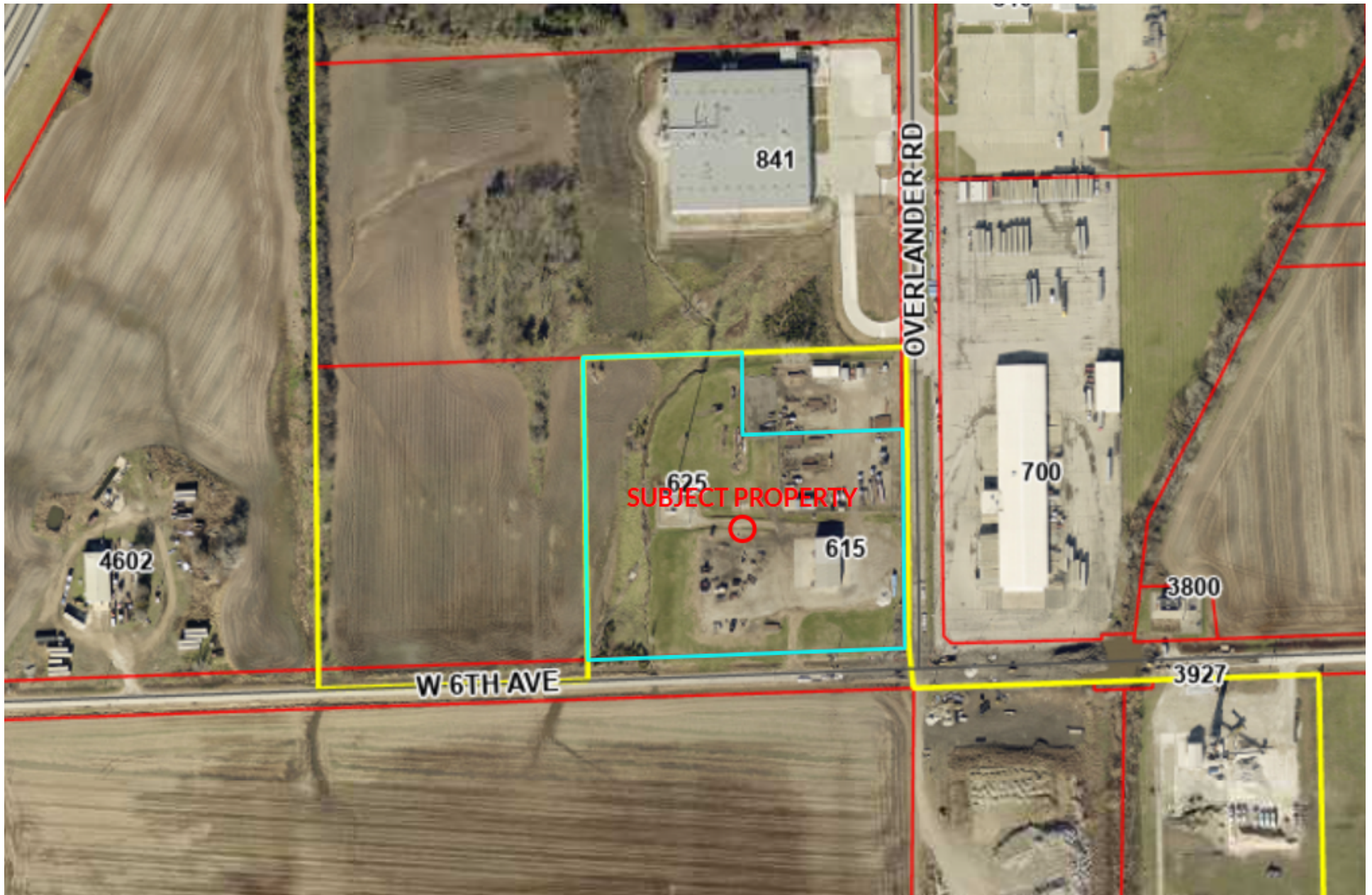
Commencing at the Southeast corner of the Southwest Quarter of said Section 7; Thence N.00 degrees 41'24"W. (Basis of Bearings) on the East line of said SE 1/4 for 660.00 feet; thence S.87 degrees 53'50"W. for 30.00 feet to the point on the West Right of Way line of Overlander Road, said point being 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 degrees 53'50"W. on the South line of said Lot 1 for 330.00 feet; thence S.00 degrees 41'24"E. parallel with said East line for 170.00 feet; thence N.87 degrees 53'50"E. for 330 feet to the West Right of Way line of Overlander Road; Thence N.00 degrees 41'24"W. on said West Right of Way line for 170.00 feet to the point of beginning.

LEGAL OWNER AUTHORIZED REPRESENTATIVE

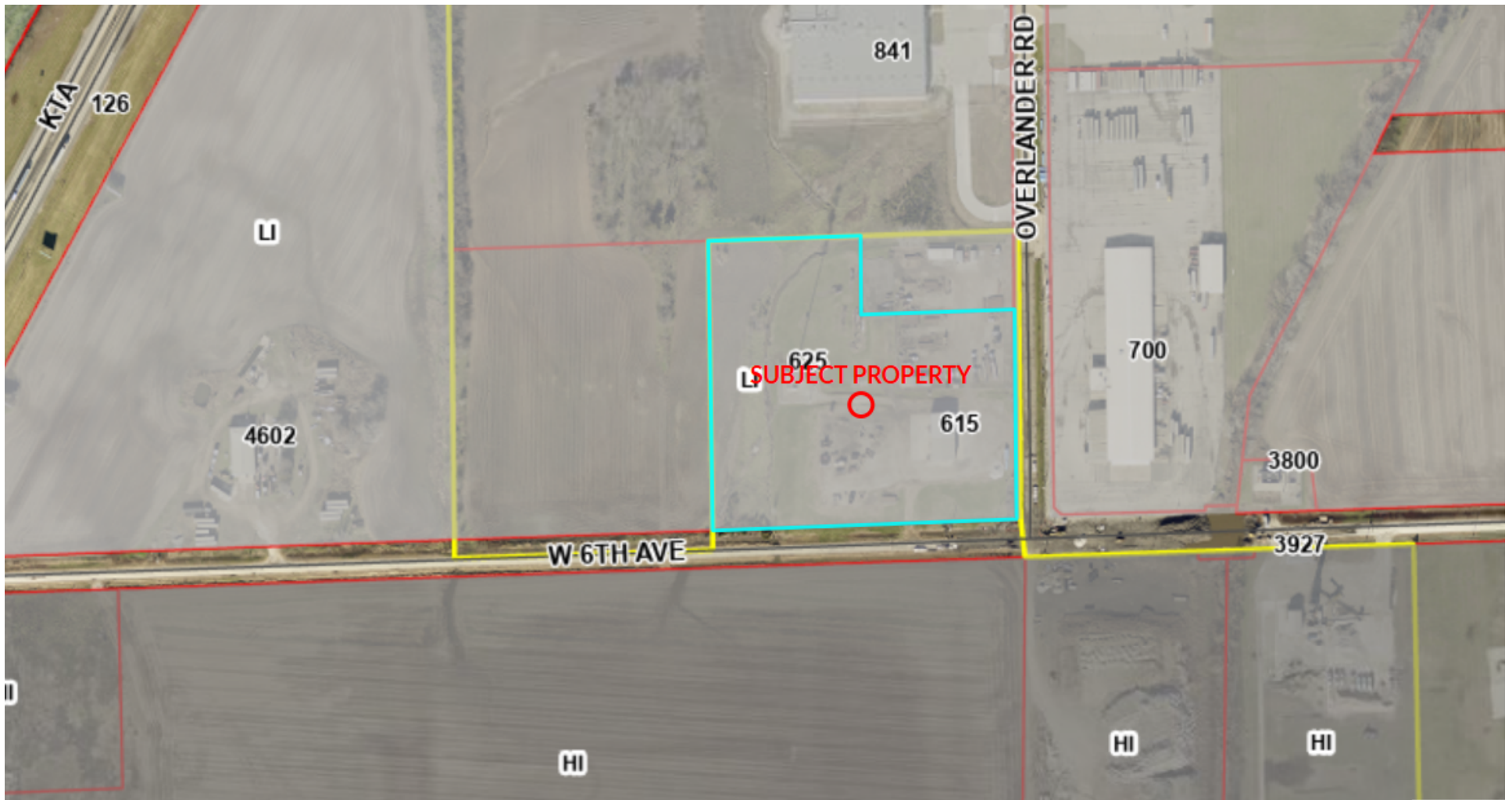


CARON L. DAUGHERTY, President
Flint Hills Technical College

615 OVERLANDER ST
Aerial Location Map



615 OVERLANDER ST
Zoning Map





Commission Action Report

2026 Spring Landfill Days: April 25 through May 3, 2026

Title: 2026 Spring Landfill Days: April 25 through May 3, 2026

Agenda Date: April 1, 2026

Presented By: Tina Weeks, Solid Waste Manager; Derek Wells, Solid Waste Assistant

Background:

Spring Landfill Days is an opportunity for citizens of Emporia, Lyon County, and Chase County to bring garbage and construction/demolition to the transfer station/landfill free of charge. Customers must present their April electric bill, and they are limited to 1 trip of not more than 1,000 pounds and passenger vehicles with less than 1-ton capacity. Tires, refrigerant-containing appliances, commercial industries, and businesses are charged at the normal rates.

The Free Landfill Days program provides residents with convenient, no-cost access to proper waste disposal, supporting community cleanup efforts and promoting responsible environmental stewardship. By offering annual opportunities to dispose of household trash, construction debris, brush, compost, and recyclable materials, the program reduces illegal dumping, encourages safe handling of hazardous items, and helps residents maintain cleaner properties. Participation data from recent years shows consistent community engagement and meaningful diversion of materials that would otherwise enter the waste stream, demonstrating the program's value as an accessible public service that strengthens community well-being, environmental health, and civic pride.

Program utilization across 2021–2025, the Free Landfill Days program demonstrates a clear rebound from the 2020 COVID gap, followed by three years of decline, and then a broad recovery in 2025. While trash and C&D participation show long-term variability tied to resident behavior and construction cycles, brush and compost remain strong, consistent indicators of seasonal yard maintenance activities. Overall, the program shows healthy ongoing community participation and continued value as a public service.

The current transfer station tipping floor rehabilitation project (awarded December 17, 2025) should be complete and operations returned to normal weeks before the planned Landfill Days event period. Construction on the transfer station tipping floor began on Monday, March 23rd and should be completed April 9th with a construction budget of \$310,300.

Discussion: The city has historically offered this value-added service during the last week of April through the first week of May. Staff recommend maintaining this precedent with the 2026 event occurring during the days of April 25th through May 3rd.

Financial Considerations: The 2025 Landfill Days event served 779 citizens, collecting a total of 160.44 tons of waste, debris, and material. The event collected revenue totaling \$1,145.91 from loads exceeding the free limit of 1,000 pounds. Included in the total tonnage was 6.12 tons of metal, with a scrap resale value of \$948.60. of the 160.44 tons collected, only 123.68 tons required transporting and disposal costing \$5,281.14. The remaining 36.76 tons that wasn't transported was construction debris, limbs, metals, and household hazardous waste.

Recommended Action: Authorize the 2026 Spring Landfill Days event to be held from April 25th through May 3rd, 2026.

Attachments: 2026 Spring Landfill Days Flyer

2026 FREE LANDFILL DAYS



APRIL 25 - MAY 3

LIMIT OF ONE TRIP

Landfill days will be limited to one (1) trip for residents of Lyon County and Chase County.

FIRST 1,000 POUNDS FREE

The first 1,000 pounds are free of charge. Additional materials over 1,000 pounds will be charged at the normal rate as set by Ordinance 24-40.

City of Emporia/Lyon County Transfer Station

3100 W. South Avenue, Emporia

Hours of Operation


8:00 am to 5:00 pm, Monday thru Saturday

1:00 pm to 5:00 pm, Sunday

REGULATIONS

- ✓ Electric bill must be presented at gate
- ✓ Vehicle: passenger car, light truck (one ton or less), or trailers
- ✓ Commercial or Industrial businesses are not eligible.
- ✓ Disposal of tires and appliance containing refrigerant will be charged the normal rate.
- ✓ All loads must be secured or covered to avoid penalty fee.



 620-340-6339

 www.emporiaks.gov/sanitation

Commission Meeting

11:00 a.m.

March 18, 2026

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, March 18, 2026, with Mayor Smith presiding and Commissioners Duncan, Harter, Ogle and Steinkuhler present. Also present were City Manager Cocking, Assistant City Manager Wash, City Clerk Sull and City Prosecutor Watson. Deputy City Manager Detter and City Attorney Montgomery were absent.

Dr. Gaelynn Wolf Bordonaro and other representatives of Emporia State University, ESU Art Therapy Program, were in attendance to accept a proclamation declaring the week of March 22 through 28, 2026 as “Arts in Medicine Week” in Emporia. The Emporia State University Art Therapy Program, established in 1973, is the oldest continually graduate degree-granted art therapy program in the world. Art therapists are trained masters’ level mental health professionals who employ the constructs of art and psychology to promote mental and physical well-being. 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. 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.

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.

**CITY COMMISSION
(CrossWinds at Flint Hills, LLC)
(Cedarbrook Meadows Development for RHID Project)
(Public Hearing)
(Ordinance Number 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, to which the City Clerk assigned Ordinance Number 26-05, was presented to the Governing Body for their consideration.

Assistant City Manager Wash was recognized and addressed the Governing Body. She stated 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 W. 18th Avenue and Road G. The proposed development includes infrastructure improvements and construction of new single-family homes. The establishment of a Reinvestment Housing Incentive District (RHID) is the component of the financing for this project. The RHID will allow the developer to be reimbursed for eligible infrastructure and development costs through property taxes generated by the development over time. She stated there is no direct city funding required for the project. The proposed RHID will capture the incremental increase in property taxes created by this housing development over 25 years. The funds will be reimbursed to the developer for eligible infrastructure costs. The City will not be obligated to reimburse costs beyond the amount of the RHID revenue generated and received. The City will receive a 2% administrative fee for the RHID. Staff recommend conducting a public hearing for the Cedarbrook Meadows Development RHID and then approve Ordinance Number 26-05 establishing RHID for Cedarbrook Meadows Development.

Mayor Smith then declared the public hearing open.

As no one in attendance wished to address the Governing Body, Mayor Smith then declared the public hearing closed.

Commissioner Harter made a motion to approve Ordinance Number 26-05 establishing RHID and approving the Development Plan for the Cedarbrook Meadows Development. Commissioner Steinkuhler seconded the motion. The vote follows:

Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

PLANNING AND DEVELOPMENT
(MAPC Excerpts of Regular Meeting Held 2-17-26)
(Application No. 2026-01 – Request of Merak Development, LLC)
(Rezone Property Located at 1028 Whittier Street)

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 BEGINNIG. 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 – Whitter 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.

Justin Givens, Interim Director, Building and Neighborhood Development, was recognized and addressed the Governing Body. He stated 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 proposed rezoning would allow the owners of the property to build an additional 48 units in two apartment buildings and a third building that would house a community food pantry to complement the existing units within the Whittier Apartment complex. At their February 17, 2026, regular meeting, the Planning Commission voted unanimously to recommend approval of the rezoning request. He stated 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.

PLANNING AND DEVELOPMENT
(Application No. 2026-01 – Request of Merak Development, LLC)
(Rezone Property Located at 1028 Whittier Street)
(Ordinance Number 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, to which the City Clerk assigned Ordinance Number 26-04, was presented to the Governing Body for their consideration.

Commissioner Harter made a motion to approve Ordinance Number 26-04 rezoning property located at 1028 Whittier Street from Commercial (C) to Flex-Use Low (FL). Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

PLANNING AND DEVELOPMENT
(Annex Property Located at 600 Overlander Road into City Limits)
(Ordinance Number 26-03)

AN ORDINANCE ANNEXING LAND TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-03, was presented to the Governing Body for their consideration.

Justin Givens, Interim Director, Building and Neighborhood Development, was recognized and addressed the Governing Body. He stated the City of Emporia received consent to annexation from the owner of the property located at 600 Overlander Road. The property adjoins the city and is eligible for annexation under K.S.A. 12-520 which permits a city to annex land if the land adjoins the city, and the owner of the property has consented to the annexation. The property is within the natural growth area of the city and has public infrastructure readily available. The annexation request is in anticipation of a future request for services and development of the property. He stated the property is currently zoned Lyon County Light Industrial. The property retains its zoning designation upon annexation and will need to be rezoned to a City Zoning Parcel Type prior to any additional development of the property. Kansas Annexation Law specifically allows that when a property that adjoins the city, and the owner has consented to

annexation, no review from either the city or county Planning Commission or the Board of County Commissioners is required. Staff recommend approval of an ordinance annexing the property into city limits.

Commissioner Ogle made a motion to approve Ordinance Number 26-03 annexing land at 600 Overlander Road pursuant to K.S.A. 12-520. Commissioner Duncan seconded the motion. The vote follows: Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Harter, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

ENGINEERING
(KDOT CCLIP-SP FY2028 Mill and Overlay)
(US-50 Hwy 6th Ave. from Lincoln St. to Neosho St.)
(KDOT Agreement No. 1111-25)

Jon Proehl, Engineering Project Manager, was recognized and addressed the Governing Body. The City's application for the mill and overlay project on US-50 Highway was awarded to the City by KDOT. The mill and overlay project will provide needed maintenance and repair for the portions of US-50 Highway (6th Avenue) from Lincoln Street to Neosho Street. KDOT has allocated \$400,000 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 \$400,000 and all other costs over that amount. The City's share is estimated to be \$300,000 and will be paid from the City's portion of the county-wide sales tax. Staff recommend approval of the KDOT CCLIP-SP Agreement for the mill and overlay project on US-50 Highway.

Commissioner Duncan made a motion to approve the KDOT CCLIP-SP Agreement for 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. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**BUILDING AND NEIGHBORHOOD DEVELOPMENT
(Equipment Purchase – 2026 Ford Maverick XL AWD)
(Lease Purchase Agreement)**

City Manager Cocking stated the City continues to evaluate options for acquiring vehicles needed for City operations. Options include purchasing vehicles from local dealerships as well as utilizing fleet providers such as Enterprise. Staff have determined that purchasing through John North Ford was the most competitive option for this vehicle. The vehicle will be used for governmental transportation purposes and will become City property upon completion of the lease purchase agreement. The City is interested in entering into a lease purchase agreement with ESB Financial to finance a 2026 Ford Maverick XL AWD with the following 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.

The capital cost of the vehicle \$31,349.00; total interest cost of \$4,641.20; total payments over lease term \$35,990.20. This purchase includes a pilot maintenance program offered by John North Ford. 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. Staff recommend authorizing the City Manager to execute the Equipment Lease Purchase Agreement with ES Financial and related documents for one 2026 Ford Maverick XL AWD.

Following further discussion, Commissioner Harter made a motion authorizing 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. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

**CITY COMMISSION
 CITY MANAGER'S REPORT
 (Financials & Building Permits)**

This is the time for the City Manager to make comments and reports to the public. The following is general information for the month of February 2026 for the community:

1. 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	

2. City Share from County Tax

	2025	2026	Increase of \$19,420.42 for the month, and Overall increase of 8.71% 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	\$ 32,521.82
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

Consent Agenda

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

- a. Commission Minutes of the Regular Meeting held on March 4, 2026.

The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, 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 WEDNESDAY APRIL 1, 2026, 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 and 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.

CITY COMMISSION (Governing Body Comment)

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

EXECUTIVE SESSION

Commissioner Harter made a motion to 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 a third party. The open meeting will resume in this room at approximately 11:55 a.m. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 11:55 a.m., this same date, in the City Commission Meeting Room, Commissioner Harter made a motion to continue the executive session discussion for the reason stated previously with all the same pertinent city staff and resuming the open meeting at approximately 12:10 p.m. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Steinkuhler, aye; and Commissioner Ogle, aye. Commissioner Duncan and Mayor Smith were not present at the time of the vote.

Upon reconvening the meeting in Regular Session at 12:10 p.m., this same date, in the City Conference Meeting Room, Mayor Smith stated they had discussed confidential data of a third party relating to economic development and no action was taken.

Commissioner Harter made a motion to recess the meeting until 12:25 p.m. at the Evora Wheeler Conference Room. Commissioner Ogle seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

The following items were discussed at the Study Session:

Emporia Public Library Financial Review.

Strategic Directions Session Two.

ATTEST:

Becky Smith, Mayor

Kerry Sull, City Clerk



Commission Action Report

Informational Items

Title: Informational Items
Agenda Date: April 1, 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 15, 2026.

Commission Meeting :

- Proclamation Recognizing National Small Business Week as May 3rd-9th
- Proclamation Recognizing Earth Day on April 22, 2026
- Proclamation Recognizing April 26th as Arbor Day
- Award Street Rehab
- Cedarbrook Meadows Development Agreement

Study Session:

- Recommendation from MUPP Board for Comprehensive Bicycle & Pedestrian Plan
- Discuss Becker Addition
- Solid Waste Master Plan



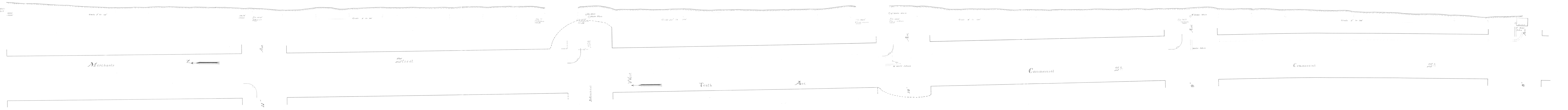
(Looking south toward 9th Ave, wall along west side giving way near floor) (east side wall looked to be leaning also) (circa 1900-1920 from plan archives) (Pictures 2026.03.30)



(Looking north towards 10th Ave, wall along west side giving way near floor) (east side wall looked to be leaning also) (circa 1900-1920 from plan archives) (Pictures 2026.03.30)

Commercial St Stormsewer Repair (Prelim. Estimate)				03.30.2026
Immediate Repair				By: JMU
	Unit	Quantity	Unit Price	Extend Price
54" Pipe (Alum Contech, HDPE)	LF	50	\$ 265.00	\$ 13,250.00
Concrete Collars	EA	2	\$ 3,500.00	\$ 7,000.00
Flowable Fill	CY	50	\$ 140.00	\$ 7,000.00
Pavmt Replace (10" Conc)	SY	58	\$ 150.00	\$ 8,700.00
Emerg Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00
Subtotal				\$ 43,450.00
Contingency (20%)				\$ 10,050.00
Grand Total				\$ 53,500.00

Commercial St Stormsewer Repair (Prelim. Estimate)				03.30.2026
Larger Project Repair				By: JMU
	Unit	Quantity	Unit Price	Extend Price
48" HDPE	LF	400	\$ 225.00	\$ 90,000.00
54" RCP	LF	875	\$ 265.00	\$ 231,875.00
Concrete Inlets	EA	10	\$ 9,500.00	\$ 95,000.00
Flowable Fill	CY	825	\$ 140.00	\$ 115,500.00
Pavmt Replace (10" Conc)	SY	970	\$ 150.00	\$ 145,500.00
Mobilization & Traf Control	LS	1	\$ 40,000.00	\$ 40,000.00
Subtotal				\$ 717,875.00
Contingency (20%)				\$ 132,125.00
Grand Total				\$ 850,000.00



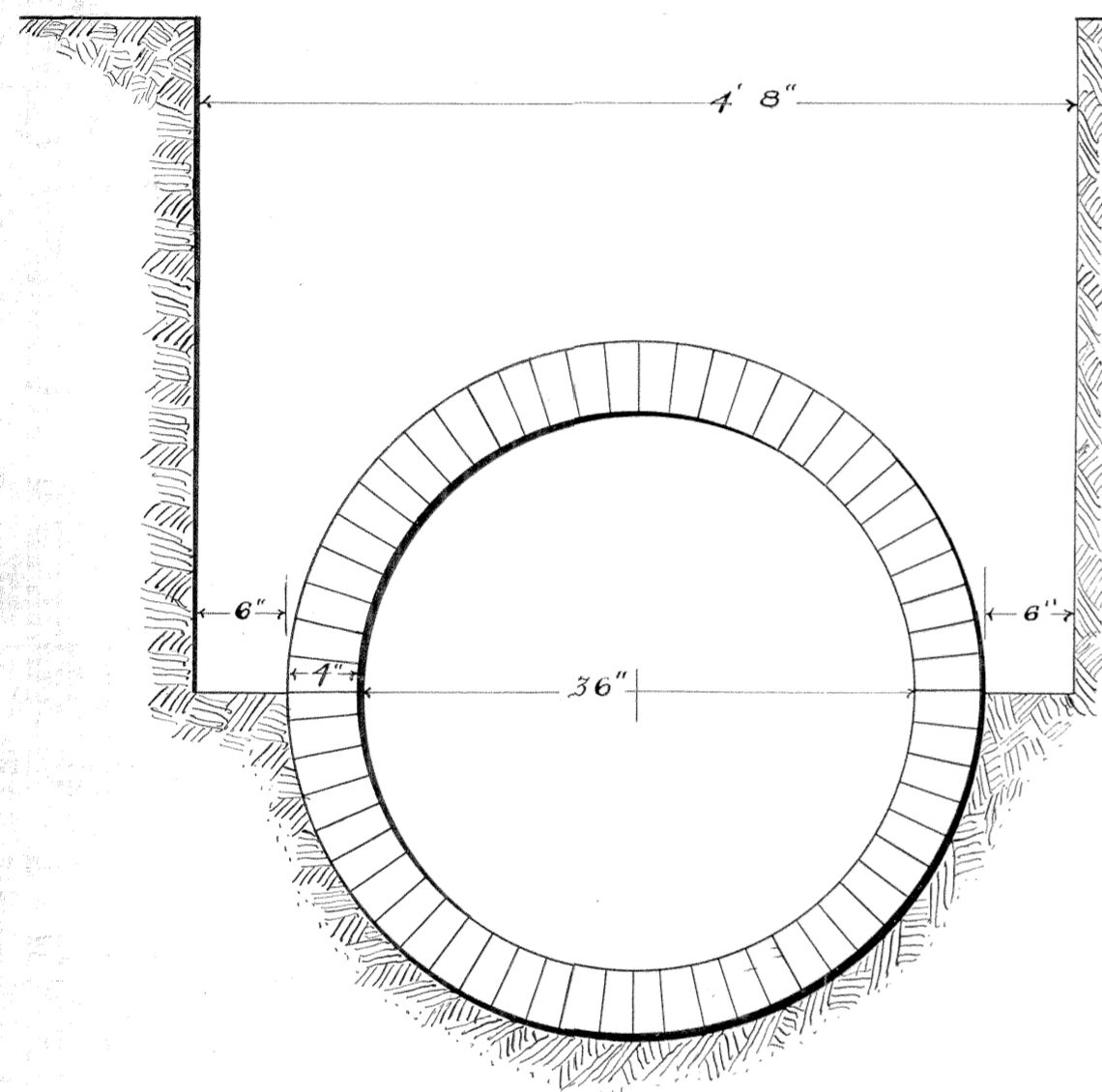
Storm-sewer
 from
 8th to 12th Aves on Commercial
 and
 Merchant Sts.

Scale 1"=1'

A.J. Smith
City Engineer

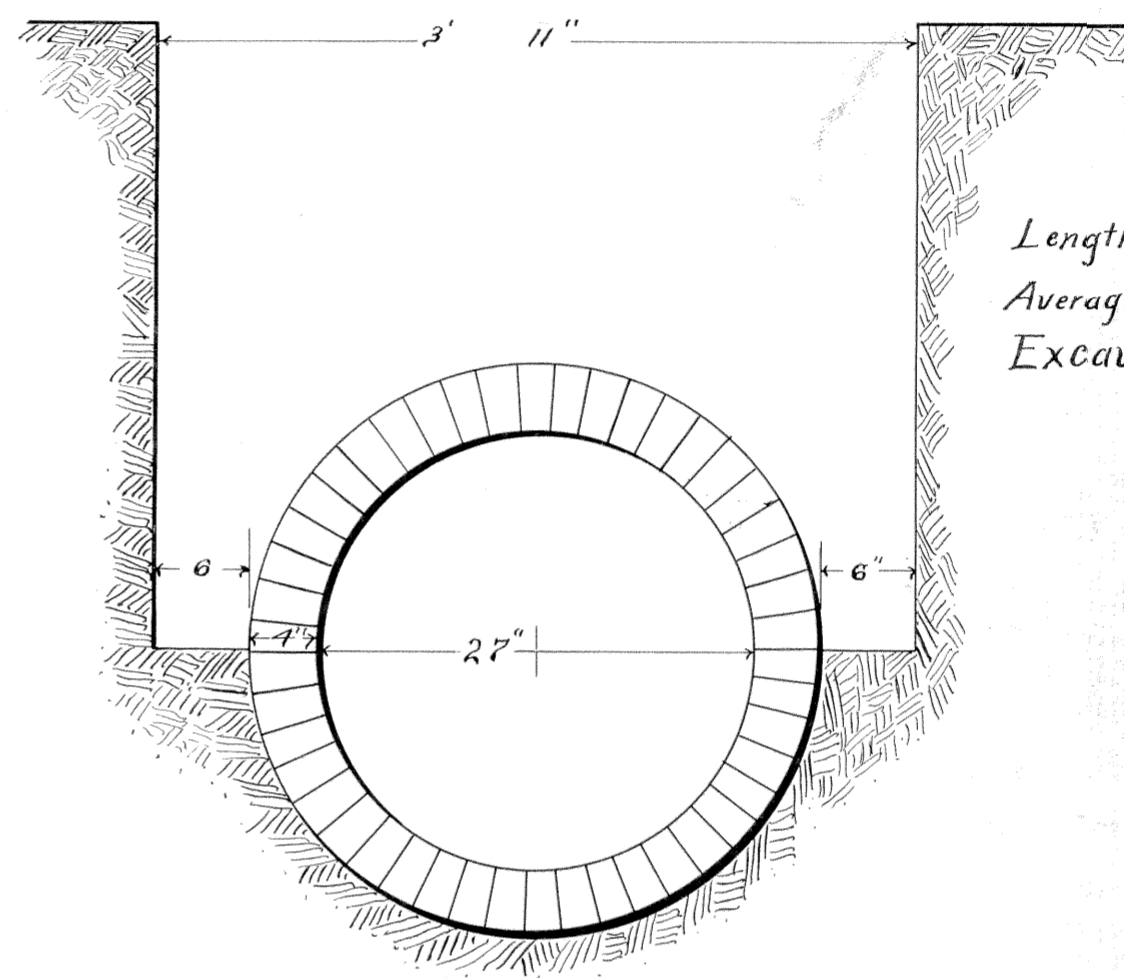
DETAILS
OF
STORM-WATER SEWER.
ON
Commercial and Merchant Sts.
8" to 12" Avenues.

From 10th Ave. to 11th Ave.



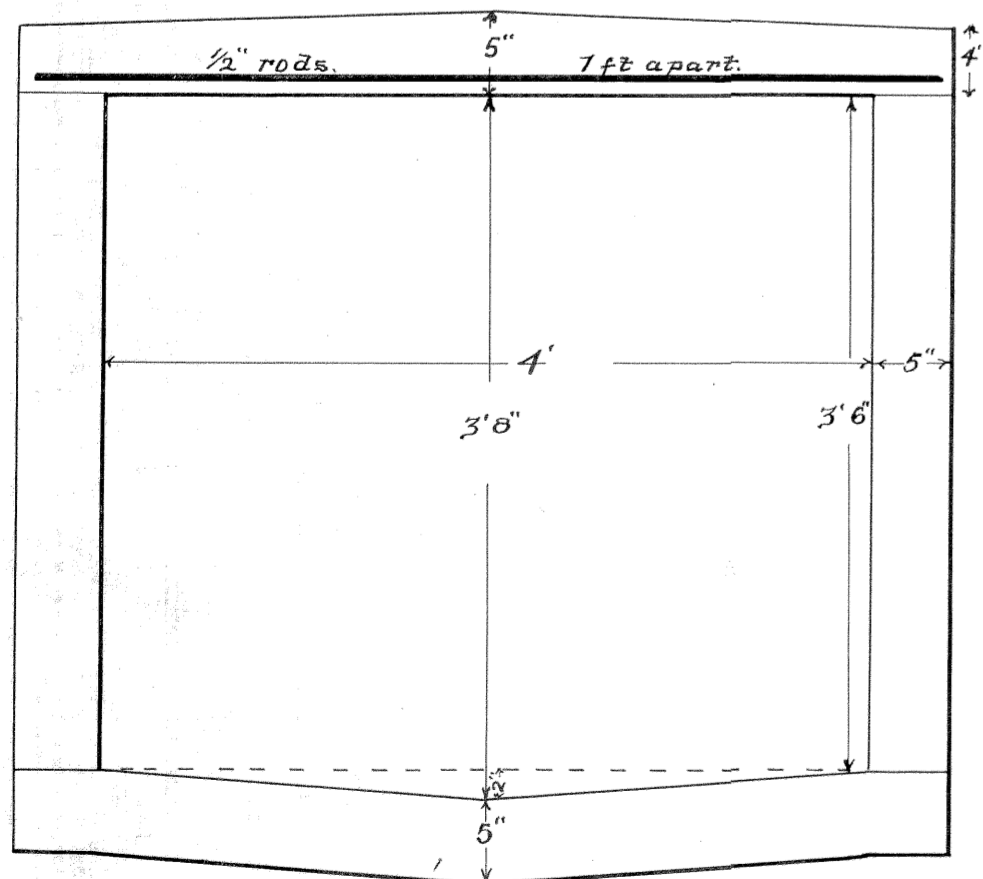
Length 422 Ft.
Average Depth 5.64 "
Excavating 360 yds

From 11th Ave. to 12th Ave.



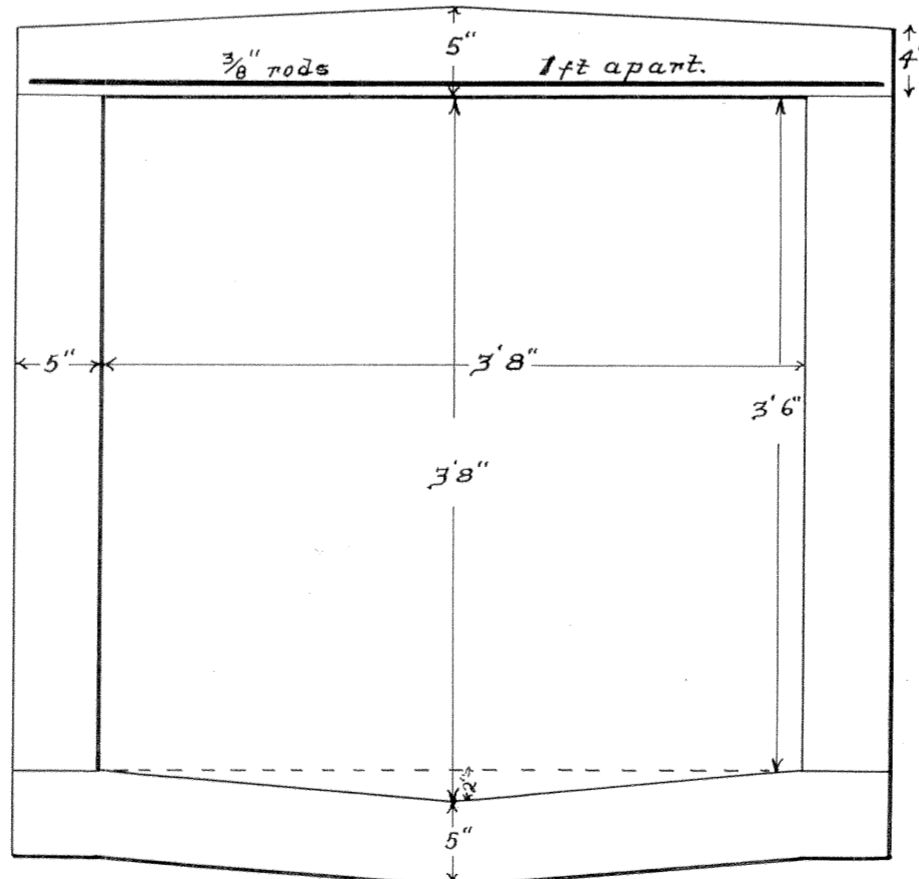
Length 367 Ft.
Average Depth 4.69 "
Excavating 218 yds.

From 8th Ave. to 9th Ave.



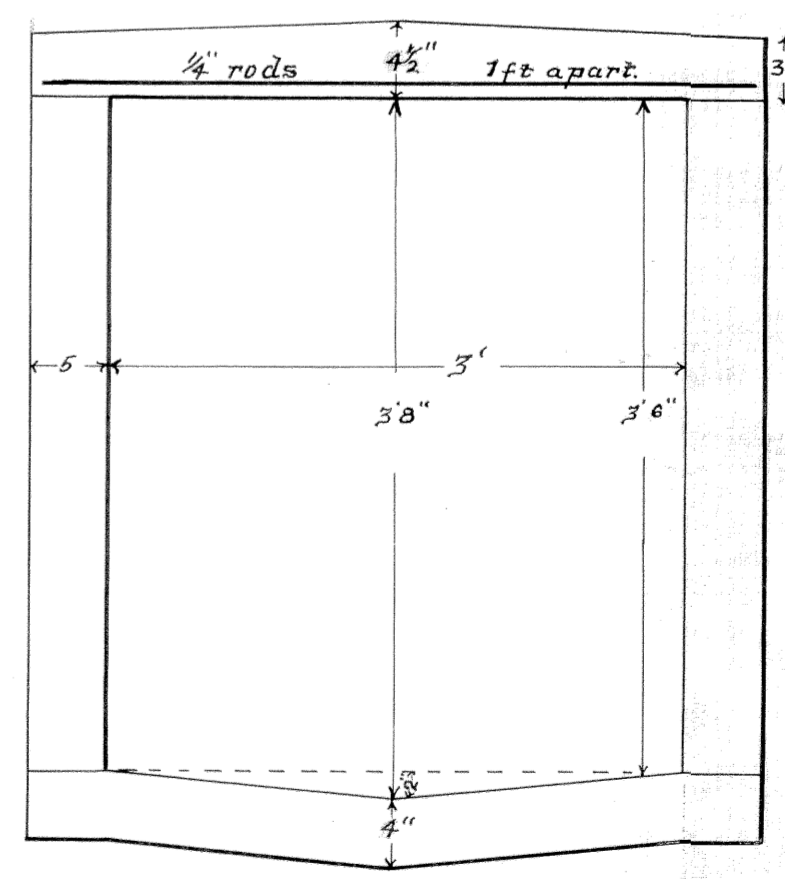
Length 510 Ft. Concrete 127.4 yds.
Average Depth 4.93 " Iron 1573 lbs
Excavating 451 Cu. Yds.

From 9th Ave. to 10th Ave.

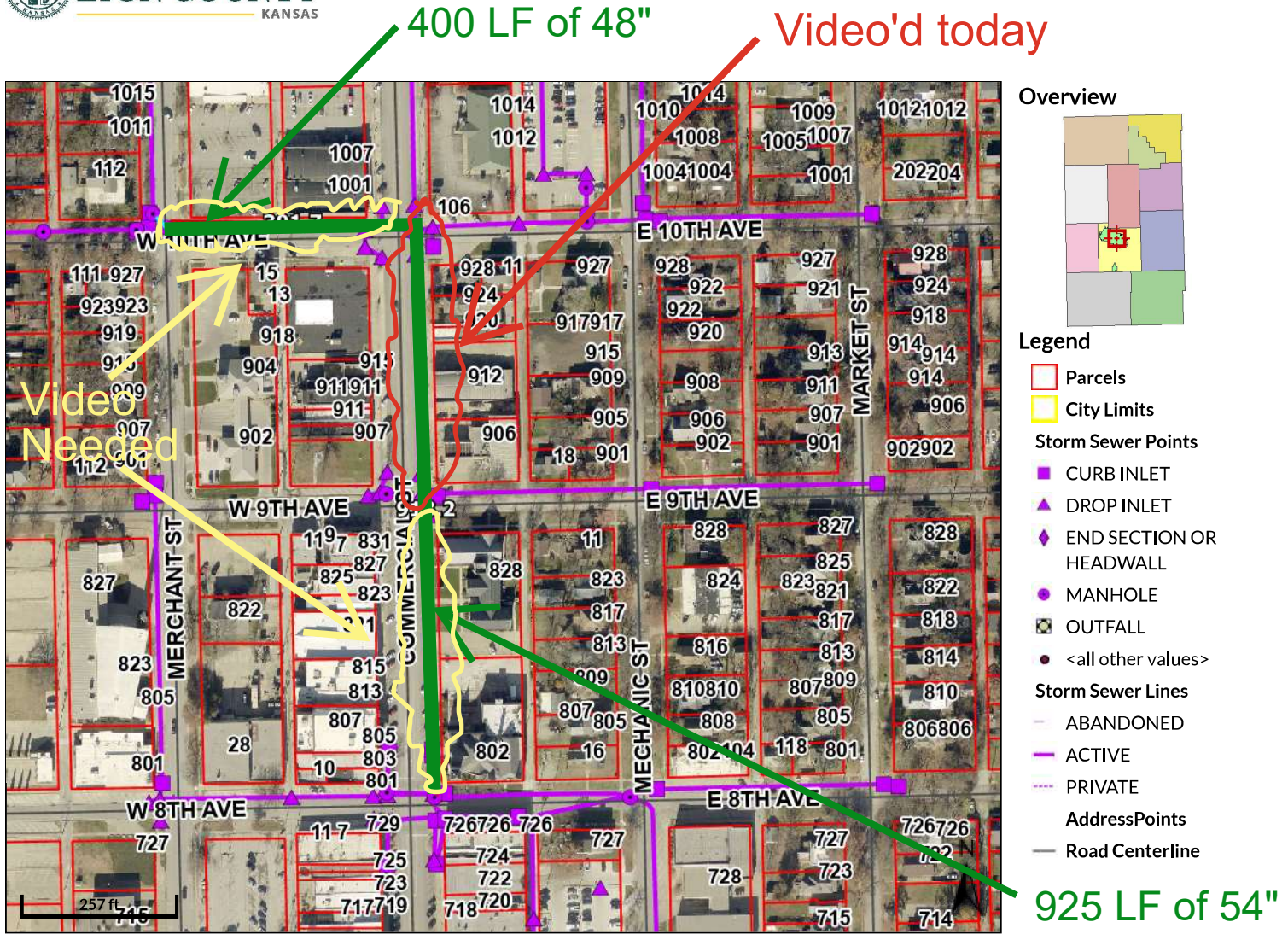


Length 443 Ft. Concrete 106.2 yds.
Average Depth 5.74 " Iron 714.3 lbs
Excavating 423.4 yds.

From Commercial St. to Merchant St.



Length 416 Ft. Concrete 84.4 yds.
Average Depth 5.71 " Iron 252 lbs.
Excavating 237 yds.



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EditDate = 1765929600000	NUMBER = 11-093	SLOPE =
Editor = JRIGGS	OBJECTID = 1748	STATUS = ACTIVE

Disclaimer: The data used to produce this map is not survey accurate. It is intended for tax purposes only.

Date created: 3/30/2026
Last Data Uploaded: 3/30/2026 10:08:20 AM

Developed by SCHNEIDER
GEOSPATIAL

Commercial St. SWS (8th Ave to 10th Ave to Merchant St)

Title: Franchise Agreement Evergy
Agenda Date: April 1, 2026
Presented By: Mark Detter, Deputy City Manager,
.

Background:

The City of Emporia signed a franchise agreement with Westar Energy 20 years ago for Franchising Electric Service in Emporia. The agreement (under Evergy now) expires in November of 2026.

Discussion:

Staff is recommending renewing the Franchise Agreement for a period of 10 years with an option of a reopener in 5 years. The Franchise rate will be 5%.

Financial Considerations:

The Electric Franchise Fee raises approximately \$2,000,000 a year that goes into the General Fund. A 1% increase in Franchise Fee would generate approximately \$400,000 or the equivalent of 1.6 mills.

Attachments:

Electric Franchise Agreement

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO EVERGY KANSAS CENTRAL, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF EMPORIA, KANSAS.

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

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of Emporia, Kansas.

Company as the Grantee – shall mean Evergy Kansas Central, Inc., a Kansas Corporation.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term

include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term.

a. The term of this Franchise shall be ten (10) years from the effective date of this Ordinance.

b. Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been Distributed within the City. The Company shall pay the City:

A sum equal to **five percent (5%)** of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance _____. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in

dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location,

construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs,

landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be

billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

h. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

i It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

j. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities

in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

k. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

l. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9 Acceptance of Terms by Company.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 10. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 11. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 12. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 13. Repeal of Conflicting Ordinances.

Ordinance No. _____, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the ____ day of _____, 20__.

Mayor

ATTEST:

AFFIDAVIT OF PUBLICATION

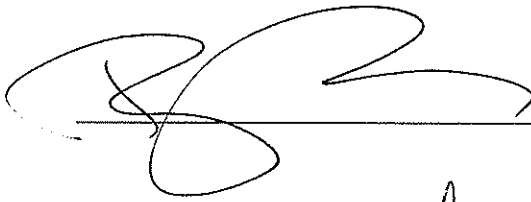
STATE OF KANSAS, LYON COUNTY, ss:

Regina Murphy, being first duly sworn, deposes and says: That (s)he is an employee of The Emporia Gazette, a daily newspaper printed in the State of Kansas, and published in and of general circulation in Lyon County, Kansas, with a general paid circulation on a daily basis in Lyon County, Kansas, and that said newspaper is not a trade, religious, or fraternal publication.

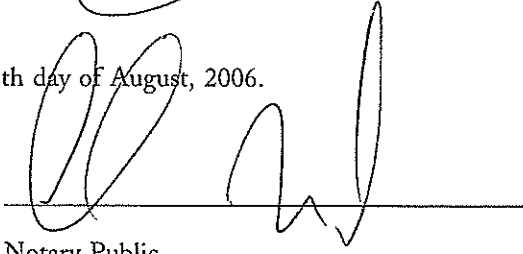
Said newspaper is a daily published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Emporia in said County as periodical matter.

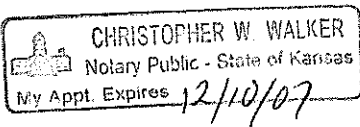
Exhibit A.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for One Day Only, the first publication thereof being made as aforesaid on the 26th day of August, 2006, with subsequent publications being made on the following dates:



Subscribed and sworn to before me this 29th day of August, 2006.


Notary Public



Printer's fee \$ 10.12

Date Paid _____

Examined and approved this _____ day of _____ 20 _____

Signed by _____
District Judge

LEGALS

For the renewal of the Westar Energy, Inc., electric distribution franchise in the City. The term is expected to be twenty years. (Stat.) 8-26

(Published in The Emporia Gazette August 26, 2006)
Public Notice.
Notice is hereby given that Westar Energy, Inc. and the City of Emporia, Kansas, have begun negotiations

ORDINANCE NO. 06-24

AN ORDINANCE GRANTING TO WESTAR ENERGY, INC. AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF **EMPORIA, KANSAS**.

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

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of **Emporia, Kansas**.

Company as the Grantee – shall mean Westar Energy, Inc., a Kansas Corporation.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term include revenue from certain miscellaneous charges and

accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term.

a. The term of this Franchise shall be **twenty (20) years** from the effective date of this Ordinance.

b. Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been distributed within the City. The Company shall pay the City:

A sum equal to **five percent (5%)** of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 01-31. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The

Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however,

that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City

for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of

estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

h. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

i It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

j. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is

understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

k. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

l. Permission is hereby granted to the Franchisee to trim trees upon and overhanging the right-of-way and utility easements. Franchisee shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent

occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9. Acceptance of Terms by Company.

Wwithin thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 10. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 11. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 12. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 13. Repeal of Conflicting Ordinances.

Ordinance No. 01-31, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the

14th day of September, 2006



Jim Kessly
Mayor

ATTEST:

Susan Mendoza

ACCEPTANCE OF FRANCHISE ORDINANCE

To the Governing Body of the City of Emporia, Kansas.

Westar Energy, Inc., for itself, its successors and assigns, hereby accepts in writing the Ordinance and all rights and privileges therein granted, passed by the Governing Body of the City of Emporia, Kansas, on the 6th day of September, 2006, designated as Ordinance No. 06-24, and entitled:

AN ORDINANCE, granting to Westar Energy, Inc., its successors and assigns, an electric franchise, prescribing the terms thereof and relating thereto, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

This acceptance is executed and filed as provided in Section 9 of said Ordinance, and said Company hereby agrees to all the terms and conditions of said Ordinance.

Dated at Topeka, Kansas, this 18th day of October, 2006.

By: William B. Moore
William B. Moore
President and Chief Operating Officer

Attest: Larry J. Aruk
Secretary

State of Kansas

County of: Lyon

City of: Emporia

I, Susan Mendoza, City Clerk of the City of Emporia, Kansas, do hereby certify that the foregoing is a true and correct copy of acceptance of Ordinance No. 06-24 of the City of EMPORIA as therein described, the original of which acceptance was filed in the office of the Clerk of said City on the 6th day of SEPTEMBER, 2006, and is now recorded among the original records thereof, and that I am the keeper of the same.

Witness my hand and the official seal of said City, this 8th day of November, 2006.

Susan Mendoza
City Clerk

(Seal)



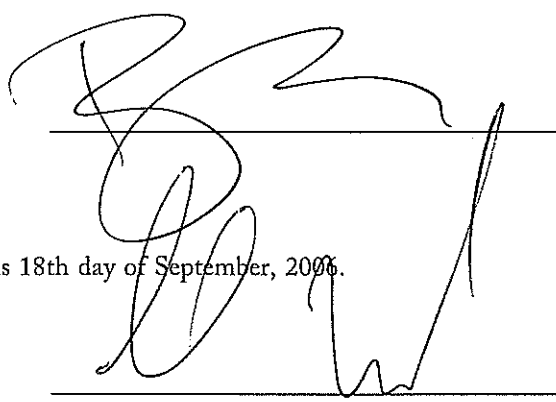
AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, LYON COUNTY, ss:

Regina Murphy, being first duly sworn, deposes and says: That (s)he is an employee of The Emporia Gazette, a daily newspaper printed in the State of Kansas, and published in and of general circulation in Lyon County, Kansas, with a general paid circulation on a daily basis in Lyon County, Kansas, and that said newspaper is not a trade, religious, or fraternal publication.

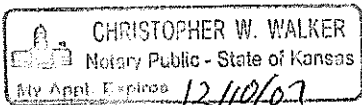
Said newspaper is a daily published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Emporia in said County as periodical matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for One Day Only, the first publication thereof being made as aforesaid on the 15th day of September, 2006, with subsequent publications being made on the following dates:



Subscribed and sworn to before me this 18th day of September, 2006.

Notary Public



Printer's fee \$ 385.48

Date Paid _____

Examined and approved this _____ day of _____ 20 _____

Signed by _____ District Judge

ERGY, INC. AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF EMPORIA, KANSAS. THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

Section 1. Definitions. For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor - shall mean the City of Emporia, Kansas.

Company as the Grantee - shall mean Westar Energy, Inc., a Kansas Corporation.

Distributed or Distribution - shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities - shall mean all electric distribution lines, substations, works and plants together with all necessary appurtenances thereto.

Gross receipts - shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payments charges, connection and disconnection fees, reconnection fees customer project contributions, returned check charges, and temporary service charges.

Public Improvement - shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project - shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development - shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way - shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way - shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement - shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of franchise granted by the City to any such third party.

Section 3. Term.

a. The term of this Franchise shall be twenty (20) years from the effective date of this Ordinance.

b. Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant

C E R T I F I C A T E

STATE OF KANSAS

COUNTY OF: (LYON)

CITY OF: (EMPORIA)

I, the undersigned Susan Mendoza, duly appointed and acting City Clerk of the City of EMPORIA, Kansas, do hereby certify that the above and foregoing is a full, true and correct copy of the minutes of the meeting of 9/6/06 of the Mayor and Council of the said City held therein, insofar as the same pertain to the passage of Ordinance No. 06-24, as the same appears on the records of said City.

Witnesseth my hand and seal of said City this 8th day of NOVEMBER, 20 06.

Susan Mendoza
City Clerk

COMMISSION MEETING

1:30 P.M.

SEPTEMBER 6, 2006

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, September 6, 2006, in the City Commission Meeting Room with Mayor Kessler presiding and Commissioners Agler, Johnson, Myers, and Toso present. Also present were City Manager Commons, Assistant City Manager McAnarney, City Clerk Mendoza and City Attorney Plummer.

**ECONOMIC DEVELOPMENT
(Detroit Diesel)
(Incentive Compliance Agreement)**

City Manager Commons stated the Commission has received recommendation from the RDA to provide assistance for this proposed expansion project. The basis for the recommendation is the employment increase of 20 positions, which will be paid an average salary of \$25,000 and a capital investment of \$1.1 million in equipment. He stated the personal property is exempt under the new Kansas Statutes. Therefore, tax abatement is not a part of our incentives.

Mr. Brian Lewallen, VP/General Manager with Detroit Diesel, reviewed the history of Detroit Diesel and requested approval of this Incentive Compliance Agreement.

City Manager Commons stated RDA Board of Directors recommended a performance based cash grant of \$120,000 in three equal payments over three years from the City of Emporia Sales Tax Fund for Industrial Development. He stated his recommendation would be to distribute the money quarterly instead of annually.

Following further discussion, Commissioner Myers made a motion authorizing the Mayor to sign an Incentive Compliance Agreement for Detroit Diesel with the modifications on the payments as recommended by the City Manager. Commissioner Toso seconded the motion. The vote follows: Commissioner Myers, aye; Commissioner Toso, aye; Commissioner Agler, aye; Commissioner Johnson, aye; and Mayor Kessler, aye.

**FRANCHISE AGREEMENT
(Westar Energy)
(Ordinance Number 06-24)**

AN ORDINANCE GRANTING TO WESTAR ENERGY, INC. AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE

CORPORATE LIMITS OF THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 06-24, was presented to the Governing Body for their consideration.

City Attorney Plummer stated the City of Emporia has a current franchise agreement with Westar granting non-exclusive rights to use the public rights-of-way of the City for electricity transmission and setting a franchise fee of 3% of the gross receipts of the utility. He stated the City and Westar Energy have negotiated a new agreement extending the term of the franchise until 2026 (20 year term) and setting a new franchise fee of 5% of the gross receipts of the utility from the sale of electricity.

Commissioner Toso made a motion to approve Ordinance Number 06-24, an ordinance increasing the electric franchise fee with Westar Energy. Commissioner Agler seconded the motion. The vote follows: Commissioner Toso, aye; Commissioner Agler, aye; Commissioner Johnson, aye; Commissioner Myers, aye; and Mayor Kessler, aye.

**EMPORIA MAIN STREET
(Stone Monument)
(Gift to Community)**

Assistant City Manager Mark McAnarney stated Mary Helmer, Emporia Main Street Executive Director, has provided an update to the Commission on the status of the limestone sculpture that the organization is donating to the City. She stated the Commission tentatively approved the limestone sculpture, subject to finding the appropriate location. At this time, staff is looking at a site in front of the Lyon County Historical Museum or in north east corner of the White Auditorium.

Commissioner Myers made a motion approving a sculpture design from Emporia Main Street for the 150th anniversary for the City of Emporia. Commissioner Johnson seconded the motion. The vote follows: Commissioner Myers, aye; Commissioner Johnson, aye; Commissioner Agler, aye; Commissioner Toso, aye; and Mayor Kessler, aye.



KANSAS

CORPORATION COMMISSION

KATHLEEN SEBELIUS, GOVERNOR
BRIAN J. MOLINE, CHAIR
ROBERT E. KREHBIEL, COMMISSIONER
MICHAEL C. MOFFET, COMMISSIONER

Utilities Division

October 27, 2006

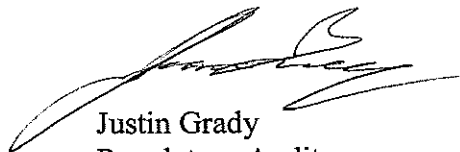
Katie R. Rex
Administrative Clerk
Customer and Community Support
Westar Energy
120 E. 1st St. N
P.O. Box 208
Wichita, Kansas 67201-0208

RE: 07-WSEE-01

Dear Ms. Rex,

Please consider this letter a notification that the franchise agreement entered into by Westar Energy and the city of Emporia, Kansas was filed at the Commission on October 27, 2006.

Sincerely,



Justin Grady
Regulatory Auditor
(785) 271-3164



EVERGY ELECTRIC FRANCHISE RENEWAL April 1, 2026



Emporia
Kansas

NEW AGREEMENT VS OLD AGREEMENT

- 5% Gross Cash Receipts-No Change
- 10 Year Term, 5 Year Reopener, Previous 20 Year Term, 5 Reopener Increments.

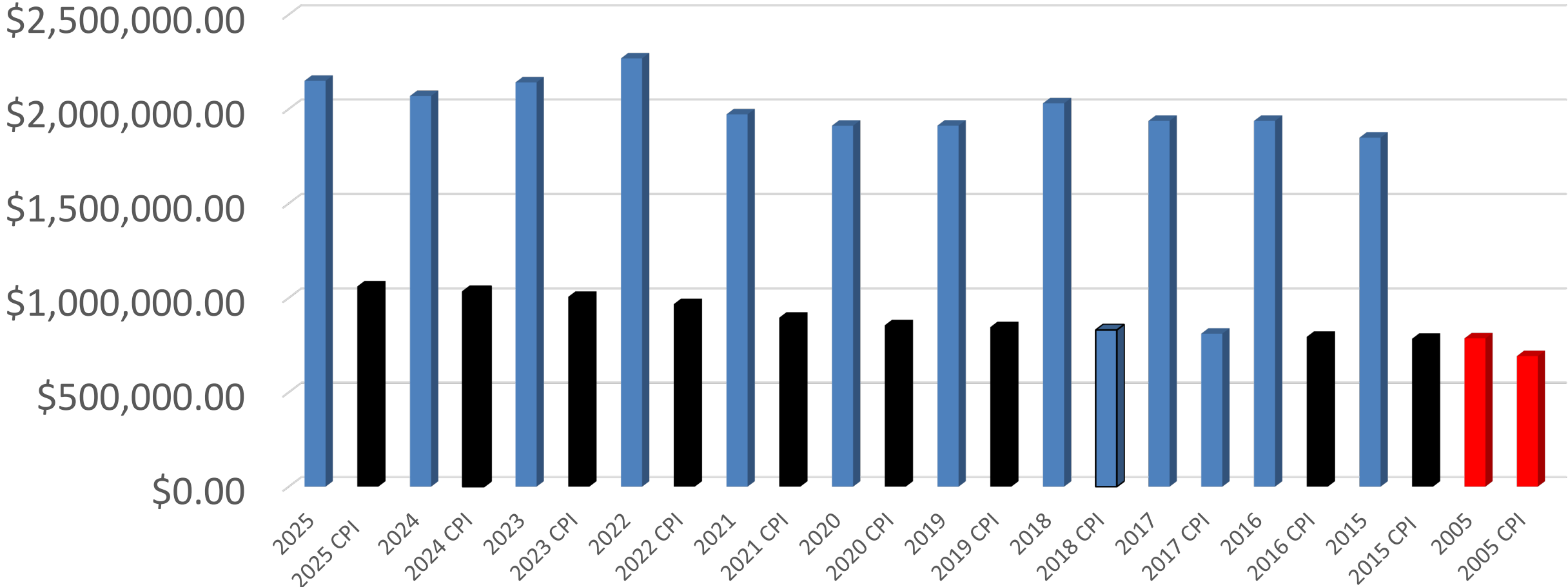
FRANCHISE AGREEMENT CONSIDERATIONS

- Shorter term requires examining agreement more frequently.
- Franchise Fees pay for maintaining City ROWS, which utilities are located upon.
- Franchises agreements are opportunity costs. City had the ability to provide Electric Service but opted to allow privatization of Electric service.

OTHER MUNICIPALITY ELECTRIC FEE % TERMS OF AGREEMENT

CITY	PERCENT	LENGTH
PITTSBURG	6% GROSS CASH RECEIPTS	10 YEARS
HUTCHINSON	5% GROSS CASH RECEIPTS	20 YEARS
HAYS	5% GROSS CASH RECEIPTS	20 YEARS
ANDOVER	6% GROSS CASH RECEIPTS	10 YEARS
DERBY	6% GROSS CASH RECEIPTS	10 YEARS

EMPORIA ELECTRIC FRANCHISE FEES 2005-2025



Title: Strategic Direction Session Three

Agenda Date: April 1, 2026

Presented By: Tayler Wash, Assistant City Manager

Background:

During Strategic Direction Session One, the Commission reviewed the 2024–2026 Strategic Plan, discussed the distinction between a traditional strategic plan and a strategic direction framework, and affirmed the high-level strategic priorities that will guide the City’s work.

During Strategic Direction Session Two, the Commission identified potential strategic objectives under each priority. These objectives were intended to define where the City will intentionally focus its efforts over the next two to three years.

Staff has since compiled and refined the Commission’s input into a concise set of draft strategic objectives aligned with each priority.

Discussion:

The purpose of this session is to review the refined strategic priorities and objectives and confirm alignment on the City’s strategic direction for 2026–2028.

To ensure this strategic direction remains an active and useful tool rather than a static document, staff is proposing the following approach to implementation and accountability:

- Development of internal work plans by City management aligned with the adopted strategic objectives
- Integration of strategic objectives into annual budgeting and operational decision-making
- Regular updates to the Commission on progress, including quarterly reporting on key initiatives and outcomes

This approach is intended to maintain focus, provide transparency, and allow the Commission to track meaningful progress over time.

During this session, the Commission will have the opportunity to review the proposed objectives, provide feedback, and discuss expectations for implementation and ongoing progress reporting.

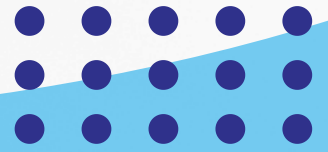
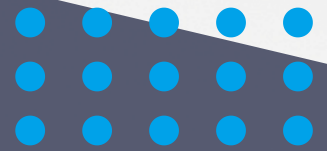
Attachments:

Strategic Direction Session 3 Slides

STRATEGIC DIRECTION 2026-2028

*GUIDING COMMISSION PRIORITIES
FOR A THRIVING EMPORIA*

Session Three



STRATEGIC PRIORITIES

Strategic Priority	Explanation
Responsible Stewardship	Managing City resources wisely, ensuring sustainability, accountability, and efficient use of funds, assets, and staff. This includes making strategic investments in infrastructure and mobility, maintaining and enhancing City-owned facilities, and ensuring the community is resilient to emergencies and disasters through proactive planning and preparedness.
Community Growth	Supporting population growth and long-term community sustainability by attracting and retaining residents. This includes encouraging housing development, strengthening local employment opportunities, and fostering a community where people choose to live, stay, and invest. Growth will be guided by the goal of expanding the tax base, improving financial stability, and reducing the burden on existing residents.
Quality of Life	Enhancing livability, public safety, amenities, and services that contribute to residents' overall well-being. This includes ensuring effective police, fire, and emergency services, preparing for and responding to crises, and maintaining and improving public spaces, recreational facilities, and essential services that make Emporia a safe, vibrant, and resilient community for all.
Citizen Experience and Engagement	Focusing on the overall experience of residents, businesses, and visitors in interacting with City government. This includes transparent communication, meaningful public engagement, and high-quality customer service, ensuring people can access services, provide input, and feel supported by the City.



DEVELOPING STRATEGIC OBJECTIVES



Responsible Stewardship	Community Growth
<ul style="list-style-type: none">• Maintain and invest in core infrastructure and public assets.• Strengthen financial sustainability through effective resource management and external funding.• Ensure accountability in the use of public funds and programs.	<ul style="list-style-type: none">• Attract and retain residents across all life stages.• Support development that aligns with community goals and adopted plans.• Strengthen partnerships that grow the population and tax base.
Quality of Life	Citizen Experience & Engagement
<ul style="list-style-type: none">• Foster community pride and positive engagement.• Maintain strong public safety and emergency response services.• Enhance access to parks, recreation, and public spaces.	<ul style="list-style-type: none">• Deliver consistent, high-quality customer service across all City interactions.• Increase transparency and understanding of City operations.• Improve accessibility and ease of use for City services and information.



WHAT NOW?

Commission has set the ‘what’ now staff owns the ‘how’

City Commission:

- Sets priorities and objectives
- Provides direction and focus
- Evaluates progress

Staff:

- Develops work plans
- Recommends policies and funding
- Implements programs and operations
- Reports on progress



HOW WILL WE TRACK PROGRESS?

We're not tracking every little task, we're tracking whether we're actually moving the needle.

QUARTERLY UPDATES TO THE COMMISSION



HIGH LEVEL PROGRESS ON EACH OBJECTIVE



KEY INITIATIVES AND OUTCOMES



OPPORTUNITIES TO ADJUST AS NEEDED



WHAT DOES SUCCESS LOOK LIKE?

*CLEAR ALIGNMENT
ACROSS
DEPARTMENTS*

*CONSISTENT DECISION
MAKING FRAMEWORK*

*MEASURABLE
PROGRESS
OVER TIME*

*TRANSPARENCY WITH
COMMISSION AND
COMMUNITY*

