



---

**CITY COMMISSION  
WEDNESDAY, APRIL 15, 2026 AT 11:00 AM  
CITY COMMISSION CHAMBER**

---

**ORDER OF BUSINESS**

**CALL MEETING TO ORDER**

Mayor Becky Smith

**MEMBERS PRESENT**

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

**PROCLAMATIONS**

Proclamation Recognizing National Small Business Week as May 3rd-May 9th

Accepted by: Aaron Otto and Staci Hamman, Emporia Main Street Board Members

Proclamation Recognizing April 22nd as Earth Day

Accepted by: Nadia Qureshi, Chair; Joyce French and Gina Wichaël, Members of Natural Resources Advisory Board

Proclamation Recognizing April 26th as Arbor Day in Emporia

Accepted by: Kevin Hanlin, Director of Facilities and Josh Nelson, City Horticulturist

---

**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) **Kansas Rural Water Association Best-Tasting Water in Kansas**

*Presented by: Daryn Martin, KRWA and Jack Masson, Utilities Plants Manager*

2) **Development Agreement for the Cedarbrook Meadows RHID**

*Presented by: Tayler Wash, Assistant City Manager*

**Recommended Action:** Approve the Development Agreement between the City of Emporia and CrossWinds at Flint Hills, LLC for the Cedarbrook Meadows RHID

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

*Presented by: Justin Givens, Planning & Zoning Administrator*

**Recommended Action:** Approve Final Plat for Cedarbrook Meadows Addition

4) **Resolution No. 3791 Authorizing Financing of Storm Sewer Project on Commercial Street**

*Presented by: Mark Detter, Deputy City Manager*

**Recommended Action:** Approve Resolution No. 3791 authorizing the financing of Storm Sewer improvements in the City of Emporia

5) **Awarding 2026 Street Rehabilitation (Various Streets), Project No. PV2601**

*Presented by: Jim Ubert, City Engineer*

**Recommended Action:** Staff recommendation is to award Base Bid plus all Add Alternates to APAC-Kansas, Shears Division in the amount of \$921,895.67 + \$48,426.03 + \$88,691.62 + \$59,217.38 + \$10,299.98 + \$49,428.85 = \$1,177,959.53

6) **Request to Exchange Federal Funds Agreement**

*Presented by: Jim Ubert, City Engineer*

**Recommended Action:** Approve the Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement for the year 2026 and authorize the Mayor to sign the 2026 attachment to the Master Agreement

7) **Award Mower to Parks Department**

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

**Recommended Action:** Approve purchase of the John Deere with 127” cut from Prairieland Partners in the amount of \$72,319.94 to be paid from Special Park Fund

8) **Tax Credit Sale**

*Presented by: Janet Harrouff, Director of Finance*

**Recommended Action:** Approve the bid from Emprise bank for \$247,506.00

9) **KDHE Environmental Use Control Agreement**

*Presented by: Trey Cocking, City Manager*

**Recommended Action:** Approve the KDHE Environmental Use Control Agreement and authorize the Mayor to Sign

**COMMUNICATIONS**

*Presented by Trey Cocking, City Manager.*

- 1) Financials & Permits
- 2) March Budget

**CONSENT AGENDA**

*Presented by Trey Cocking, City Manager.*

- 1) Commission Meeting minutes for April 1, 2026
- 2) Approve Request for Extension at 417 Commercial Street for CDBG Commercial Rehab Grant

**INFORMATIONAL ITEMS**

*Presented by Trey Cocking, City Manager.*

- 1) Informational Items

**GOVERNING BODY COMMENTS**

Mayor Becky Smith

Vice-Mayor Tammi Ogle

Commissioner Monica Duncan

Commissioner Erren Harter  
Commissioner Kurt Steinkuhler

## **EXECUTIVE SESSION**

- 1) Recess into executive session for 45 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately \_\_:\_\_\_\_\_ a.m./p.m.

## **RECESS**

Recess to Evora Wheeler Conference Room for Study Session

## **STUDY SESSION AGENDA ITEMS**

- 1) Recommendation from MUPP for Comprehensive Bicycle & Pedestrian Plan
- 2) Recommendation for Emporia Bike Playground & Park Proposal
- 3) Electric Franchise Agreement Evergy
- 4) Ball Park Discusson
- 5) Discuss Flint Hills Crossing City Street Lighting & Conduit Installation
- 6) Discuss Additional Scope to Commercial St & 10th Ave Stormsewer Repair

## **ADJOURNMENT**



## PROCLAMATION

**WHEREAS**, for more than 60 years, the U.S. Small Business Administration has celebrated National Small Business Week to recognize the contributions of entrepreneurs and small business owners; and

**WHEREAS**, the City of Emporia, in partnership with Emporia Main Street, supports this national effort and recognizes that small businesses create jobs, foster innovation, strengthen our tax base, and enhance our community's economic health and unique character; and

**WHEREAS**, Emporia's small business owners play a vital role in the stability, resilience, and success of our community, contributing to a vibrant downtown and strong local economy; and

**WHEREAS**, supporting small businesses helps preserve the culture and identity that make Emporia a great place to live, work, and visit.

**NOW, THEREFORE**, I, Becky Smith, Mayor of the City of Emporia, Kansas, do hereby proclaim May 3rd through May 9th, 2026, as

### ***“National Small Business Week”***

Week in Emporia, Kansas, and encourage all residents to support and celebrate our local small businesses.

On this 15 Day of April 2026

ATTEST:

\_\_\_\_\_  
Becky Smith, Mayor

\_\_\_\_\_  
Kerry Sull, City Clerk



## PROCLAMATION

**WHEREAS**, On April 22, 1970, United States Senator Gaylord Nelson of Wisconsin and Denis Hayes organized the first nationwide day devoted to environmental awareness and education that was celebrated by an estimated 20 million Americans; and

**WHEREAS**, this day of environmental awareness and education is celebrated worldwide in some 180 countries, with the participation of over 4,000 separate organizations: and

**WHEREAS** individuals and institutions have a mutual responsibility to seek ecological, economical, and ethical choices that enable the world, as well as our individual communities, to establish and maintain sustainable societies.

**NOW, THEREFORE**, I, Becky Smith, Mayor of the City of Emporia, Kansas, do hereby proclaim Wednesday, April 22, 2026, as:

### **“EARTH DAY”**

in Emporia, Kansas, I urge all citizens to celebrate Earth Day and to remind each person of their right and responsibility to the wise use of this global home, to heal, preserve and improve the Earth and the quality of life for this and future generations, and to approach every day as an Earth Day.

On this 15th Day of April 2026

ATTEST:

---

Becky Smith, Mayor

---

Kerry Sull, City Clerk



## PROCLAMATION

**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE**, I Becky Smith, Mayor for the City of Emporia, Kansas, do hereby proclaim April 24, 2026, as

### **“ARBOR DAY”**

and I urge all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to promote the well-being of this and future generations.

On this 15th day of April 2026

ATTEST:

---

Becky Smith, Mayor

---

Kerry Sull, City Clerk



## Commission Action Report

### Kansas Rural Water Association Best-Tasting Water in Kansas

**Title:** Kansas Rural Water Association Best-Tasting Water in Kansas

**Agenda Date:** April 15, 2026

**Presented By:** Daryn Martin and Jack Mason, Utilities Plants Manager

---

#### **Background:**

The City of Emporia has earned multiple recognitions for its water quality through the Kansas Rural Water Association (KRWA) "Best Tasting Water in Kansas" contest, including this year's first-place award. Past first-place recognitions include:

- 2002
- 2004
- 2005
- 2006
- 2011
- 2012
- 2015
- 2016
- 2026 (pending)

These honors highlight the City's ongoing commitment to high-quality drinking water and continued investment in water infrastructure.

The Kansas Rural Water Association is a nonprofit organization that supports water and wastewater utilities across the state. KRWA serves more than 745 municipal and rural members, along with 270 industry and associate members. Governed by a seven-member board of directors, the Association operates out of Seneca, Kansas, with a staff of 25 who provide training and technical assistance on all facets of water and wastewater utility operation, management, and maintenance.

#### **Discussion:**

Emporia's water was named "Best Tasting Water in Kansas" at the 57th Annual KRWA Conference, where industry professionals judged samples from 13 systems based on clarity, smell, and taste. The award was announced at the Wichita conference, attended by more than 2,400 people. Emporia will now advance to compete in the national Great American Water Taste Test in Washington, D.C.



## Commission Action Report

### Consideration of Development Agreement for the Cedarbrook Meadows RHID

**Title:** Consideration of Development Agreement for the Cedarbrook Meadows RHID

**Agenda Date:** April 15, 2026

**Presented By:** Tayler Wash, Assistant City Manager

---

#### **Background:**

On March 18, 2026, the City Commission approved Ordinance No. 26-05 establishing a Reinvestment Housing Incentive District (RHID) and adopting the Development Plan for the Cedarbrook Meadows project located at 4500 W. 18<sup>th</sup> Avenue.

As part of the City's commitment to responsible stewardship, the Developer has agreed to dedicate a portion of RHID revenues to support public infrastructure improvements along 18th Avenue, recognizing the importance of contributing to infrastructure beyond the project site. The Development Agreement outlines how RHID revenues will be distributed between the City and the Developer.

#### **Discussion:**

The agreement outlines the construction of public and private infrastructure, including the Developer's responsibility for internal improvements and the City's role in completing 18th Avenue improvements. It also defines the process for reimbursement of eligible costs through RHID revenues, consistent with the structure approved by the City Commission.

In addition, the agreement includes provisions related to project timelines, reimbursement procedures, assignment of reimbursement rights (subject to City approval), and compliance with applicable state reporting requirements.

#### **Financial Considerations:**

This project operates under a pay-as-you-go reimbursement structure. The Developer is funding all internal infrastructure improvements, and the City is not obligated to reimburse any costs beyond the amount of RHID revenue actually generated and received.

The City will fund the 18th Avenue improvements upfront; however, the Developer has agreed to allocate a portion of RHID revenues to reimburse the City for these costs. Specifically, 20% of early RHID revenues will be directed to the City, up to a capped amount of \$750,000.

All reimbursements to both the City and the Developer are dependent on the incremental tax revenue generated by the development over the period of the RHID through April 2051 (25 years).

#### **Recommended Action:**

Approve the Development Agreement between the City of Emporia and CrossWinds at Flint Hills, LLC for the Cedarbrook Meadows RHID

#### **Attachments:**

Cedarbrook Meadows Development Agreement

**DEVELOPMENT AGREEMENT  
CEDARBROOK MEADOWS  
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** is entered into effective as of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between the CITY OF EMPORIA, KANSAS, a municipal corporation of the State of Kansas (“**City**”), and CROSSWINDS AT FLINT HILLS, LLC, a Kansas limited liability company engaged in the business of development (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**”.

**RECITALS**

**A.** Developer has acquired real property located within the boundaries of City and described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

**B.** Developer desires to develop the Property by constructing the **Cedarbrook Meadows** development as more fully described herein.

**C.** City has determined that the construction of the **Cedarbrook Meadows** development will foster the economic development of the City and surrounding area of Lyon County, Kansas.

**D.** The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to the **Cedarbrook Meadows** development.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and promises contained herein and other goods and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1.1 Definitions.** As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Emporia, Kansas.

“**City Expenses**” means the costs of the City Infrastructure Improvements paid by City, and the City Professional Costs.

“**City Infrastructure Improvements**” means the paving and incidental storm sewer improvements planned for 18<sup>th</sup> Street to be constructed by the City, including engineering and field services costs and appurtenances related thereto, not to exceed the amounts set forth on **Exhibit C**.

“**City Professional Costs**” means all outside legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions, or other documents necessary for implementation of the District as well as for representation and appearances of outside legal counsel at any hearings or proceedings required to implement the District, not to exceed \$10,000.

**"Construction Plans"** means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

**"County"** means Lyon County, Kansas.

**"Developer"** means CROSSWINDS AT FLINT HILLS, LLC, a Kansas limited liability company, or its permitted successors or assigns.

**"Developer Expenses"** means the Property Costs, costs of the Internal Infrastructure Improvements and other costs which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including legal, engineering, and project finance costs, all as more specifically described in **Exhibit C** attached hereto and incorporated herein by reference.

**"Eligible Costs"** means the City Expenses and the Developer Expenses.

**"Initial City Expense Reimbursement Cap"** means \$750,000.

**"Internal Infrastructure Improvements"** means the water, sewer, storm sewer, and street improvements necessary for the Cedarbrook Meadows development and located within the boundaries of the Property constructed by the Developer, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for Cedarbrook Meadows, all as more specifically described on **Exhibit C** attached hereto and incorporated herein by reference.

**"Development Plan"** means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act and approved by the Developer, a copy of which is attached hereto at **Exhibit G**.

**"Development Project"** means the City Infrastructure Improvements, Internal Infrastructure Improvements and the single-family residential units and auxiliary structures to be constructed on the Property.

**"District"** means the Cedarbrook Meadows Reinvestment Housing incentive District established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

**"Governing Body"** means the City Commission of the City of Emporia, Kansas.

**"Material Change"** means any change in the Development Project that significantly modifies the number of single-family residences or increases/decreases the cost of the Development Project by 10% or more for each change or 20% in the aggregate.

**"Mayor"** means the Mayor of the City of Emporia, Kansas or their duly authorized agent.

**"Project Milestones"** means such schedules and deadlines as may be established (and amended) from time to time, by the mutual agreement of the Developer and the City Manager's office in accordance with City policy, for the performance of the Internal Infrastructure Improvements by Developer in accordance with the provisions of **Section 4.2**.

**"Property"** means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

**“Property Costs”** means the purchase price of the Property, and associated costs relating to the acquisition and ownership of the Property, including closing fees and costs, title insurance, finance costs, property taxes and interest.

**“Related Party”** means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

**“Remaining City Expense Reimbursement Amount”** means all City Expenses in excess of the Initial City Expense Reimbursement Cap.

**“RHID Cap”** means the total amount of RHID Funds paid to the City and Developer during the RHID Term for reimbursement of Eligible Costs.

**“RHID Funds”** means those amounts paid from the Lyon County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(B)(2)(A) as a result of the Cedarbrook Development Project.

**“RHID Ordinance”** means Ordinance 26-05 passed by the Governing Body on March 18, 2026, approving the Development Plan and establishing the District.

**“Reinvestment Housing Incentive District Act”** means K.S.A. 12-5241 *et seq.*, as amended.

**“Substantial Completion”** means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

**“Work”** means all work necessary to prepare the Property and to construct the Development Project and the Internal Infrastructure Improvements, including; (1) demolition and removal of any existing improvements located on the Property, grading and earthwork; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single family residences and related structures; and (4) all other Work described in the Development Project, or reasonably necessary to effectuate the intent of this Agreement.

**1.2 Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated “Articles,” “Sections”, and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**2.1 Representations of the City.** The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

(a) ***Due Authority.*** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement other than as set forth herein.

(e) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

**2.2 Representations of the Developer.** The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Cedarbrook Meadows development, the Developer, or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement, and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Approvals.** The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Development Project; or reasonably believes that all such certificates,

licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(h) **Construction Permits.** All governmental permits and licenses required by applicable law to construct, occupy, and operate the Development Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Development Project to be constructed.

(i) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission, and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(j) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(k) **Contractors.** All contracts with contractors shall warrant that the work performed or material supplied by that contractor to the Development Project will be free from any defects in materials and workmanship for a period of at least two (2) years from the date of completion, and that such warranty does not restrict or otherwise limit that contractor's obligation to construct the Development Project in a workmanlike manner and in accordance with the Construction Plans and this Agreement as it pertains to that contractor's work.

**2.3 Maintenance of Existence.** During the term of this Agreement the Developer (including any permitted successors or assigns) will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve, consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

**2.4 Conditions to the Effectiveness of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

- (a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;
- (b) a certified copy of the Operating Agreement of the Developer; and
- (c) a list of each member of the Developer and the associated percentage ownership, and if such member is not an individual, the individual owners and percentage ownership of such member.

**ARTICLE III  
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**3.1 Segregated Account for RHID Funds.** Pursuant to the RHID Act, the City shall establish a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the RHID Act. RHID Funds received by the City shall be deposited in such segregated account and shall not be commingled with any other funds of the City.

**3.2 Reimbursement of Eligible Costs.** Except as otherwise set forth herein or as required by the RHID Act, all RHID Funds shall be available for and dedicated to pay Eligible Costs for the Development Project for the duration of the RHID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to pay or to reimburse the Developer for Eligible Costs paid by the Developer, and to pay the City Expenses, according to the procedures set forth in this Agreement, in the following order of priorities:

(a) First, 20% of available RHID Funds will be allocated to reimburse City Expenses up to the Initial City Reimbursement Cap, and 80% of available RHID Funds will be allocated to reimburse Developer Expenses;

(b) After the City has been reimbursed from RHID Funds in an amount equal to the Initial City Expense Reimbursement Cap, 100% of available RHID Funds will be allocated to reimburse Developer Expenses;

(c) When Developer has been fully reimbursed for the Developer Expenses, all remaining RHID Funds will be utilized to pay or reimburse City Expenses or any other costs eligible to be paid or reimbursed to the City pursuant to the Reinvestment Housing Incentive District Act.

**3.3 Preliminary Resolution.** Governing Body has heretofore adopted Resolution No. 3783 on December 17, 2025 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

**3.4 Department of Commerce Finding.** Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On January 12, 2026, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act and approved the City's ability to establish reinvestment housing incentive districts.

**3.5 District Established.** City has caused to be prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and pursuant to Resolution No. 3787 adopted on February 4, 2026, called for and held a public hearing relative to the Development Plan on March 18, 2026. Following the public hearing, the Governing Body passed the RHID Ordinance approving the Development Plan and establishing the District and published as required by law.

**3.6 School District and County Veto.** The Parties acknowledge that the creation of the RHID District is subject to nullification in the manner set forth in K.S.A. 12-5246. In the event that the District is nullified, this Agreement shall automatically terminate, and the Parties herein shall have no further obligations to each other.

## ARTICLE IV

## CONSTRUCTION

**4.1 Schedule.** Developer will commence construction of the Cedarbrook Meadows Internal Infrastructure Improvements on or before January 1, 2028. From the commencement of construction, the Developer will show diligent progress, and shall complete the Internal Infrastructure Improvements on or before December 31, 2030. Upon reasonable advance notice, the Developer will meet with the City to review and discuss the project in order to enable the City to monitor the status of the project being performed and completed in accordance with this Agreement. If the Developer fails to meet the completion requirement of this Section, the City may exercise its rights and remedies as set out in this Agreement, subject to Force Majeure.

### **4.2 Development Project Construction.**

(a) Developer will construct the Internal Infrastructure Improvements, at its cost, in a good and workmanlike manner in accordance with the terms of the Development Plan, this Agreement, and as set forth in the Construction Plans, and will meet all Project Milestones. Notwithstanding anything to the contrary herein, all work on the Internal Infrastructure Improvements will comply with existing City codes, rules, and regulations. If Developer or a Related Party serves as general contractor or a sub-contractor for the Internal Infrastructure Improvements, Developer or such Related Party will not charge more for such services than a third-party contractor would customarily charge for such services, as determined by such documentation that is requested by and acceptable to the City in the City's discretion. All work on the Internal Infrastructure Improvements will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to complete the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer will obtain, or will require that any such contractor obtain, the insurance required in **Section 6.8** hereof and will deliver evidence of such insurance to City.

(c) Promptly after Substantial Completion of the Work with respect to the Development Project in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion, and (ii) verify, in the City's reasonable discretion, that the Development Project have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements, such verification not to be unreasonably withheld. Each Certificate of Substantial Completion will be accepted or rejected by the City in its discretion, but acceptance will not be unreasonably withheld. If a Certificate of Substantial Completion is rejected by the City, the City will furnish Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

### **4.3 Infrastructure Improvements Construction.**

(a) Developer will construct, at its cost, the Internal Infrastructure Improvements.

(b) Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and

the City will reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements from third-parties unrelated to Developer will be considered an Eligible Cost.

(c) Developer is responsible for all costs associated with the entitlement process for the Project, including but not limited to land use and platting, which will be considered an Eligible Cost in accordance with City policy and this Agreement.

(d) The City will construct, at its cost, the City Infrastructure Improvements.

(e) City is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the City Infrastructure Improvements.

**4.4 Construction Permits and Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. All building permit fees will be paid by the Developer in accordance with City policy.

**4.5 No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny governmental approvals pursuant to the City's regulatory authority as provided by City building code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and Governing Body in accordance with the City's zoning ordinance, the City building code, and applicable State law.

**4.6 Land Use Restriction.** The Developer agrees that the Property will be utilized for uses permitted by the effective zoning classification only and all other types of land uses are prohibited in the Development Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease, or prior to the sale of land. Nothing contained herein shall be construed as a prohibition on the right to request zoning amendments.

## **ARTICLE V FINANCING OBLIGATIONS**

**5.1 Financing of Improvements.** All costs of the Internal Infrastructure Improvements will be paid in cash or financed by the Developer. The City will use the RHID Funds to reimburse Developer for the Eligible Costs, in an amount not exceeding the RHID Cap, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. They City shall be responsible for paying in cash or financing the City Infrastructure Improvements. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the lesser of the actual amount expended for such use or the RHID Cap:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Developer Expenses within and between each line item with the written consent of the City Manager.

**5.2 Request for Reimbursement.** The Developer will certify all costs and expenditures to be made in connection with Developer Expenses in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Developer Expenses.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Developer Expenses.

**5.3 Reimbursement.** The City will have 45 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Developer Expenses; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Developer Expenses pursuant to the terms of this Agreement. In the event the City does not respond within such 45-day period, the Request for Reimbursement will be deemed approved. If the City reasonably disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Developer Expenses unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as a Developer Expense or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Developer Expenses have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than RHID Funds that are actually received from the Lyon County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

**5.4 Payment of City Expenses.** Any City Expenses paid by the Developer will be Eligible Costs, notwithstanding any other provision of this Agreement, and will be reimbursed to the Developer pursuant to **Section 5.3** hereof.

## ARTICLE VI GENERAL PROVISIONS

**6.1 City's Right to Terminate.** In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach.

**6.2 Developer's Right to Terminate.** In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from Developer of such default or breach.

**6.3 Successors and Assigns.**

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Developer is permitted to subcontract the construction of any portion of the Development Project without the consent of the City, but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances, or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; or

(2) The right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Development Project and will be released from such liability hereunder only upon Substantial Completion of the Development Project.

(d) The right of Developer to assign Developer's rights, title, duties, obligations, or interest to payments under the Agreement including, but not limited to, any right, title, or interest of the Developer in and to payments of RHID Funds may not be assigned in whole or in part without the prior written approval of the City Manager, which approval will not be unreasonably withheld, conditioned, or delayed. In determining whether to provide approval, the City Manager may take into consideration the impact to the Development Project, administrative burdens to the City, and business character and reputation of the proposed assignee, among other items. If the assignment is not approved, the City Manager will promptly provide Developer with a detailed written notice of the basis for non-approval.

#### **6.4 Remedies.**

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 60 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City, its Governing Body members, officers, employees, agents or independent

contractors ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

(c) Notwithstanding any other provision of this Agreement, if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach, the City may deem Developer Expenses to be \$0 and continue to collect and utilize RHID Funds until all City Expenses have been paid in full, after which the City may terminate this Agreement and repeal the Ordinance establishing the District.

**6.5 Force Majeure.** Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay); pandemics, or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**6.6 Notices.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

(a) In the case of Developer, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) In the case of City, to:

City of Emporia, Kansas  
Attention: City Manager  
104 East 5<sup>th</sup> Street  
Emporia, Kansas 66801

With a copy to:  
City of Emporia, Kansas  
Attention: City Attorney  
104 East 5<sup>th</sup> Street  
Emporia, Kansas 66801

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

#### **6.7 Conflicts of Interest.**

(a) No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Cedarbrook Meadows development, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of the project at any time during or after such person's tenure.

#### **6.8 Insurance; Damage or Destruction.**

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Internal Infrastructure Improvements and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on Completed Value Basis, in an amount equal to one hundred percent (100%) of the insurable value of the Internal Infrastructure Improvements at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Commercial general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage, including employer's liability of not less than One Million Dollars (\$1,000,000).

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The Developer will give not less than 30 days advance written notice to the

City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section will name City as an additional insured and/or loss payee. Developer will deliver to City evidence of all insurance to be maintained hereunder, prior to the City' signing the Agreement.

**6.9 Inspection.** Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Internal Infrastructure Improvements as City determines is reasonable and necessary to verify Developers compliance with the terms of this Agreement.

**6.10 Choice of Law.** This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposed and intents.

**6.11 Entire Agreement; Amendment.** The Parties agree that this Agreement and the Development Plan, collectively constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties. The parties further acknowledge that this Agreement and the Development contemplated herein is compliant with all requirements set forth in the April 19, 2023, Housing Development and Rural Housing Incentive District Policy ("RHID Policy"), with any additional or conflicting requirements included in the Policy being deemed complied with or otherwise waived.

**6.12 Counterparts.** This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

**6.13 Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**6.14 Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**6.15 Legal Actions.** If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer, if City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

**6.16 Release and Indemnification.** Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 6.16** will, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any

part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

**6.17 Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**6.18 Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

**6.19 No Partnership.** Nothing contained herein will be construed as creating a partnership between the parties.

**6.20 RHID Term.** The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the latest of: (i) the date all Eligible Costs have been reimbursed with RHID Funds, subject to the requirements and limitations set forth in this Agreement; or (ii) 25 years after the date of the RHID Ordinance.

**6.21 Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the Governing Body and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

**6.22. Reporting Requirements.** Developer will cooperate with the City and/or the Secretary of Commerce of the State to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Developer will also pay any and all administrative fees to be collected by the Secretary of Commerce or the State in connection with these reporting requirements.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto and attested as to the date first above written.

**CITY OF EMPORIA, KANSAS**

(seal)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF LYON            )

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk, of the City of Emporia, Kansas, a Kansas municipal corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My Appointment Expires:  
  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF LYON         )

This Instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_ and \_\_\_\_\_ the managers of Crosswinds at Flint Hills, LLC, a Kansas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My Appointment Expires:  
  
\_\_\_\_\_

## SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Development
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Development Plan

**Exhibit "A"**

Property Description

A contiguous Tract of Land lying within the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas, as originally described and prepared on September 26, 2024, by Ernest Cantu, Jr., P.S. #1407, and Professional Engineering Consultants, P.A. (C.L.S. #65), a professional association licensed to practice surveying in the State of Kansas, said Tract of Land described based on a bearing of South 89°00'02" West, measured from the southeast corner of said Southwest Quarter of Section 6 to the southwest corner of said Southwest Quarter of Section 6, using Zone 9 of the Kansas Regional Coordinate System (Emporia Zone), with all bearings contained herein relative thereto, with distances herein measured horizontally on the ground, said Tract of Land more particularly described as follows: COMMENCING at a 1/2-inch rebar with yellow I.D. cap stamped "KVE CLS20", held for the position of the southeast corner of the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the Sixth Principal Meridian, Lyon County, Kansas; thence bearing South 89°00'02" West along the south line of said Southwest Quarter of Section 6 a distance of 1067.84 feet to the POINT OF BEGINNING, said point being coincident with the southwest corner of a tract of land described in General Warranty Deed, in Volume 436, Page 903, recorded on September 9, 1998, with the Office of the Register of Deeds, Lyon County, Kansas; thence continuing without deflection, bearing South 89°00'02" West along said south line of said Southwest Quarter of Section 6 a distance of 300.00 feet to the southeast corner of a tract of land described in Joint Tenancy Warranty Deed, in Book 444 of Deeds, Page 495, recorded on May 12, 2000, with said Office of the Register of Deeds, from which a 5/8-inch rebar with Lyon County I.D. cap in a circular survey monument box, held for the position of the southwest corner of said Southwest Quarter of Section 6, bears same South 89°00'02" West along said south line of the Southwest Quarter of Section 6 at distance of 1150.75 feet; thence bearing North 0°59'58" West, perpendicular from said south line of the Southwest Quarter of Section 6, along the east line of said tract of land described in Book 444, Page 495, and along the east line of a tract of land described in Warranty Deed, in Book 448 of Deeds, Page 607, recorded on June 15, 2001, with said Office of the Register of Deeds, a distance of 473.00 feet to the northeast corner of said tract of land described in Book 448, Page 607; thence bearing South 89°00'02" West, parallel with the south line of said Southwest Quarter of Section 6 and along the north line of said tract of land described in Book 448, Page 607, a distance of 400.14 feet to the northwest corner of said tract of land described in Book 448, Page 607, also being coincident with the northeast corner of a tract of land described in Individual Trustee's Deed, in Document Number 2015-04746, recorded on December 30, 2015, said point also being perpendicularly North from said south line of the Southwest Quarter of Section 6, north of a point 750.61 feet east of the southwest corner of said Southwest Quarter of Section 6 as described in said Book 448, Page 607, and as described in said Document Number 2015-04746; thence continuing without deflection, bearing South 89°00'02" West, along the north line of said tract of land described in said Document Number 2015-04746, a distance of 741.52 feet to the west line of said Southwest Quarter of Section 6, being coincident with the northwest corner of said tract of land described in said Document Number 2015-04746, from which the southwest corner of said Southwest Quarter of Section 6 bears South 0°06'04" West along said west line at a distance of 473.09 feet; thence bearing North 0°06'04" East along said west line of the Southwest Quarter of Section 6 a distance of 1139.80 feet, from which a 5/8-inch rebar with illegible cap (possibly reset by Steven S. Brosemer, PS#752, on October 15, 2001), held for the position of the northwest corner of said Southwest Quarter of Section 6, bears North 0°06'04"

East along said west line at a distance of 1027.56 feet; thence bearing North 89°45'42" East a distance of 910.45 feet; thence bearing South 89°47'19" East a distance of 50.91 feet; thence bearing North 56°32'40" East a distance of 76.62 feet; thence bearing North 89°46'33" East a distance of 450.00 feet to the west line of said tract of land described in General Warranty Deed, in Volume 436, Page 903; thence bearing South 0°57'59" West along said west line of said tract of land described in Volume 436, Page 903, a distance of 1635.42 feet to the POINT OF BEGINNING; said Tract of Land being subject to City of Emporia road right of way for West 18th Avenue on the South 45 feet thereof, as described in Right of Way Tract No. 1, in Volume 531, Page 271, recorded on March 30, 2000, with said Office of the Register of Deeds; said Tract of Land being subject to Lyon County road right of way for Road G on the West 55 feet thereof, as described in Easement Tract No. 5-A, in Volume 296, Page 509, recorded on October 14, 1966, with said Office of the Register of Deeds; said Tract of Land being subject to City of Emporia road right of way for Road G on the West 100 feet, measured along the South 260.42 feet of the most westerly line of said Tract of Land, as described in Right of Way, in Volume 541, Page 603, recorded on August 10, 2001, with said Office of the Register of Deeds; said Tract of Land thereof containing 41.839 gross acres, more or less, and containing 40.000 net acres, more or less, exclusive of said road rights of way; End of Description.

**Exhibit "B"**  
**Property Map**



**PROPOSED DISTRICT MAP**  
Cedarbrook Meadows RHID - Emporia, KS

U:\Emporia-Civil\2024\2405088\002\IPM3\_Deliverables\2\_Working\_Deliverables\RHID

**Exhibit "C"**

**Eligible Costs for Development**

CATEGORY	ESTIMATED DEVELOPER AMOUNT	ESTIMATED CITY AMOUNT
Land Acquisition	\$1,200,000	
Public Infrastructure	\$6,000,000 <sup>1</sup>	\$1,500,000 <sup>2</sup>
Private Infrastructure & Utilities	\$350,000 <sup>3</sup>	
Engineering Design	\$550,000 <sup>1</sup>	\$150,000 <sup>2</sup>
Construction Staking and Inspection	\$634,000 <sup>1</sup>	\$187,500 <sup>2</sup>
Legal	\$11,500	
Project Accounting	\$60,000	
Insurance	\$8,500	
Project Management	\$500,000	
City of Emporia - RHID Fees	\$1,000	
Entitlement Fees	\$75,000	
<b>TOTAL</b>	<b>\$9,390,000</b>	<b>\$1,837,500</b>

<sup>1</sup>Including sanitary sewer, storm water, water, and paving to be constructed by Developer as part of Internal Infrastructure Improvements.

<sup>2</sup>Including paving and other incidental improvements for 18<sup>th</sup> Avenue to be constructed by the City as part of the City Infrastructure Improvements.

<sup>3</sup>Including gas, electric, and telecommunications to be constructed by Developer as part of Internal Infrastructure Improvements and City Infrastructure Improvements to be constructed by City.

**Exhibit "D"**

**Certification of Substantial Completion Form**

The undersigned, on behalf of \_\_\_\_\_ (the "Developer"), pursuant to **Section 4.2** of the Development Agreement dates as of \_\_\_\_\_, 2026 (the "Development Agreement") by and between the City of Emporia, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

- 1. The Infrastructure Improvements are sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
- 2. The Work has been completed in a good and workmanlike manner.
- 3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid.
- 4. All applicable City codes and standards have been complied with in connection to the Work.

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF EMPORIA, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "E"**  
**Request for Reimbursement**

**City of Emporia, Kansas**

Attn: City Manager

You are hereby requested by the undersigned, an authorized representative of \_\_\_\_\_ (the "Developer") to disburse funds held by the City in the special revenue fund created pursuant to K.S.A. 12-5250(b)(2)(A) for the Cedarbrook Meadows development project (the "Fund") and set forth in the Development Agreement between the City of Emporia, Kansas and the Developer dated \_\_\_\_\_, 2026 (the "Agreement") to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amount set forth in the Schedules attached to this invoice and incorporated herein by this reference (the "Schedules").

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

I further certify that the Developer is not in default of any provisions of the Agreement, including but not limited to the compliance with the Required Housing Standards.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice, or other billing for the Eligible Costs for which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers, or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents. Developer acknowledges that any reimbursements will be made in accordance with the Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Invoice Reimbursement Schedule**

Pursuant to **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate, and complete and that the Developer has previously paid such Eligible Costs:

	PAYEE NAME	DATE OF PAYMENT	PURPOSE OF PAYMENT	AMOUNT
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$

**Total Expenses \$** \_\_\_\_\_

\_\_\_\_\_  
Developer Signature

*Note: Copies of bills, contracts, checks, and other evidence reflecting the amounts shown above (as described in **Section 5.2** of the Agreement) should be attached to this Schedule*

**Exhibit "F"**  
**Development Plan**



## Commission Action Report

### Approve a Final Plat for Cedarbrook Meadows Addition

**Title:** Approve a Final Plat for Cedarbrook Meadows Addition

**Agenda Date:** April 15, 2026

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

---

#### **Background:**

The owners of property located at 4500 W 18<sup>th</sup> Ave, and generally located in the northeast corner of Road G and West 18<sup>th</sup> 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.

The plat has been revised to and updated for current members of the Governing Body and Planning Commission as well as dates corrected to 2026. Staff inadvertently attached a previous version of the final plat which was presented at the April 1, 2026 meeting.

#### **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 a 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 BY THE COUNTY SURVEYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026. THIS SURVEY HAS BEEN REVIEWED FOR FILING, PURSUANT TO K.S.A. 58-2005 AND K.S.A. 58-2011 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THOSE PROVISIONS. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

WAYNE SCRITCHFIELD, PS 1372  
COUNTY SURVEYOR OF  
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 \_\_\_\_\_, 2026.

\_\_\_\_\_, MAYOR

ATTEST:

\_\_\_\_\_, CITY CLERK  
KERRY SULL

**COUNTY TREASURER'S CERTIFICATE:**

STATE OF KANSAS )  
 ) SS  
COUNTY OF LYON )

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 \_\_\_\_\_, 2026

\_\_\_\_\_, COUNTY CLERK  
AMY JACKSON JONES

**REGISTER OF DEEDS CERTIFICATE:**

STATE OF KANSAS )  
 ) SS  
COUNTY OF LYON )

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 \_\_\_\_\_, 2026.

\_\_\_\_\_, REGISTER OF DEEDS  
WENDY WEISS

\_\_\_\_\_, DEPUTY  
PAMI DRAKE

**CERTIFICATE OF SURVEY:**

STATE OF KANSAS )  
 ) SS  
COUNTY OF LYON )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026 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 29, 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 ILLIGIBLE 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.

\_\_\_\_\_, VP COMMERCIAL LENDER  
ERIC PORTER

**ACKNOWLEDGEMENT**

STATE OF KANSAS )  
 ) SS  
COUNTY OF LYON )

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026 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. SHOULD THE OWNERS OF PROPERTY DESCRIBED IN THE PLATTER'S TEXT OR ANY OWNER'S ASSOCIATION OR SIMILAR ENTITY CREATED THROUGH THIS PLAT FAIL TO PROPERLY MAINTAIN THE COMMON AREAS, RESERVE PARCELS AND OTHER LAND DESIGNATED FOR PUBLIC USAGE, THE CITY OF EMPORIA MAY MAINTAIN THE SAME. IN SUCH EVENT, THE CITY MAY, AT ITS ELECTION, ASSESS THE COSTS ASSOCIATED WITH SUCH MAINTENANCE AGAINST ANY OR ALL OF THE LOTS WITHIN THE SUBDIVISION AND COLLECT THE SAME IN SAME FASHION AS SPECIAL TAX ASSESSMENTS UPON SUCH LOT OR LOTS.

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 )  
 ) SS  
COUNTY OF LYON )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BY CANDY HILLS, MANAGER AND JOHN MATTHEW KEYS, MANGER OF CROSSWINDS AT FLINT HILLS, LLC OWNERS OF THE PROPERTY DESCRIBED.

\_\_\_\_\_, NOTARY PUBLIC

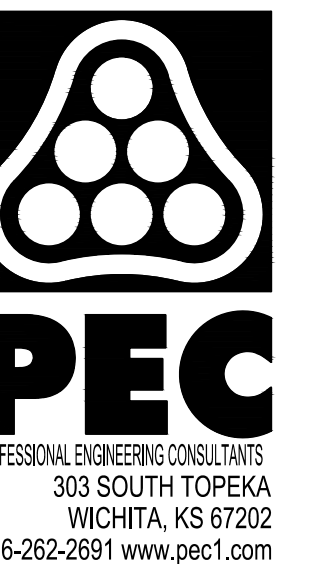
MY APPOINTMENT EXPIRES \_\_\_\_\_

**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  
KENTON THOMAS

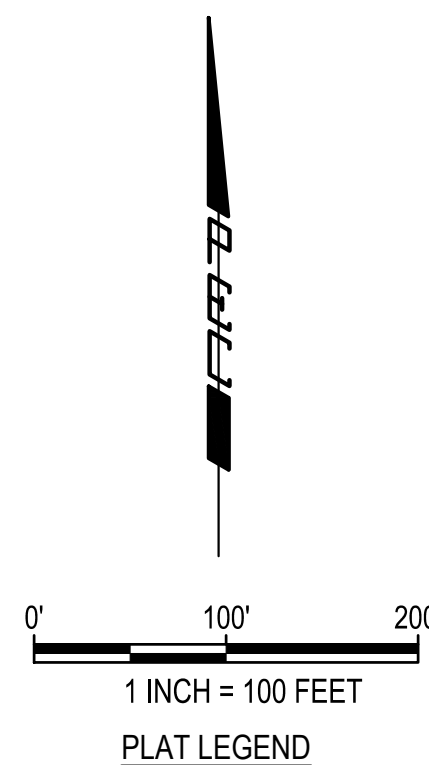
\_\_\_\_\_, SECRETARY  
JUSTIN GIVENS



# CEDARBROOK MEADOWS ADDITION

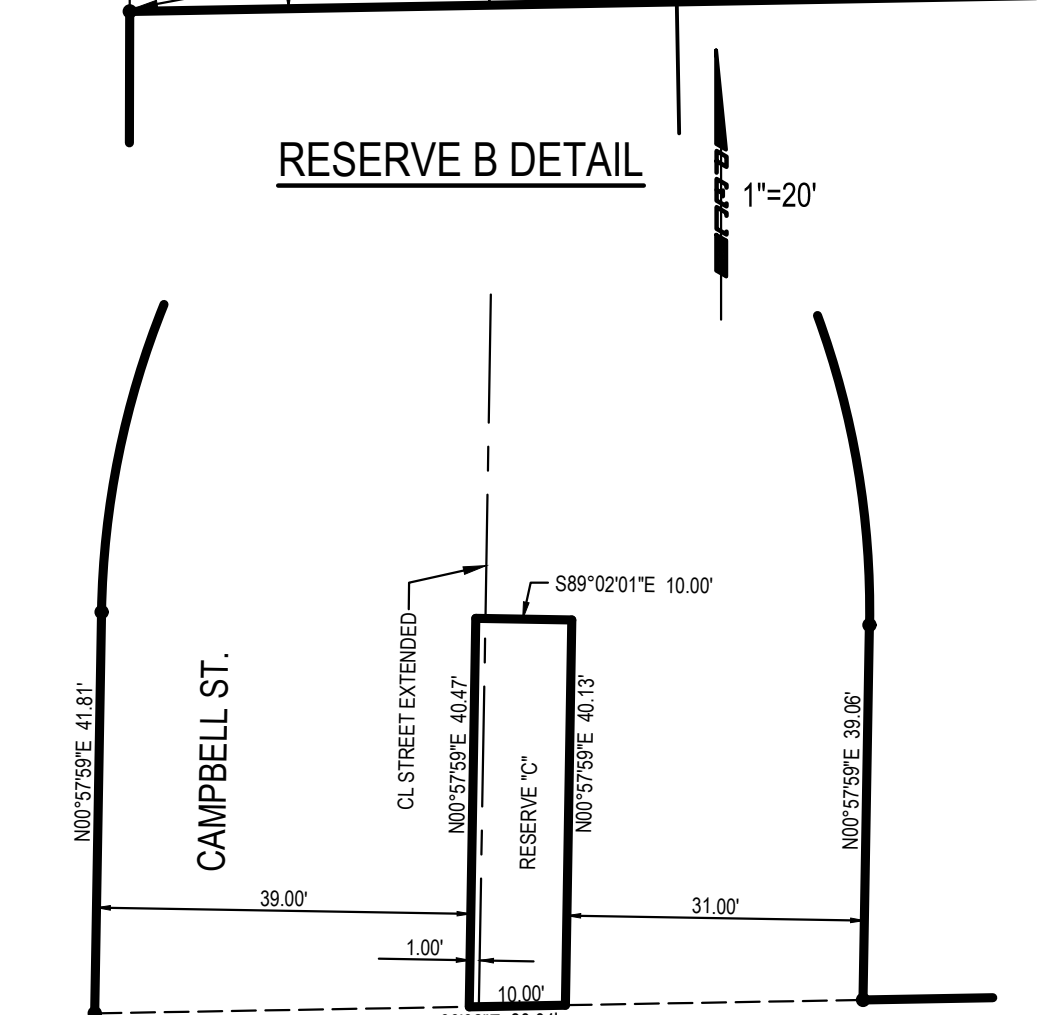
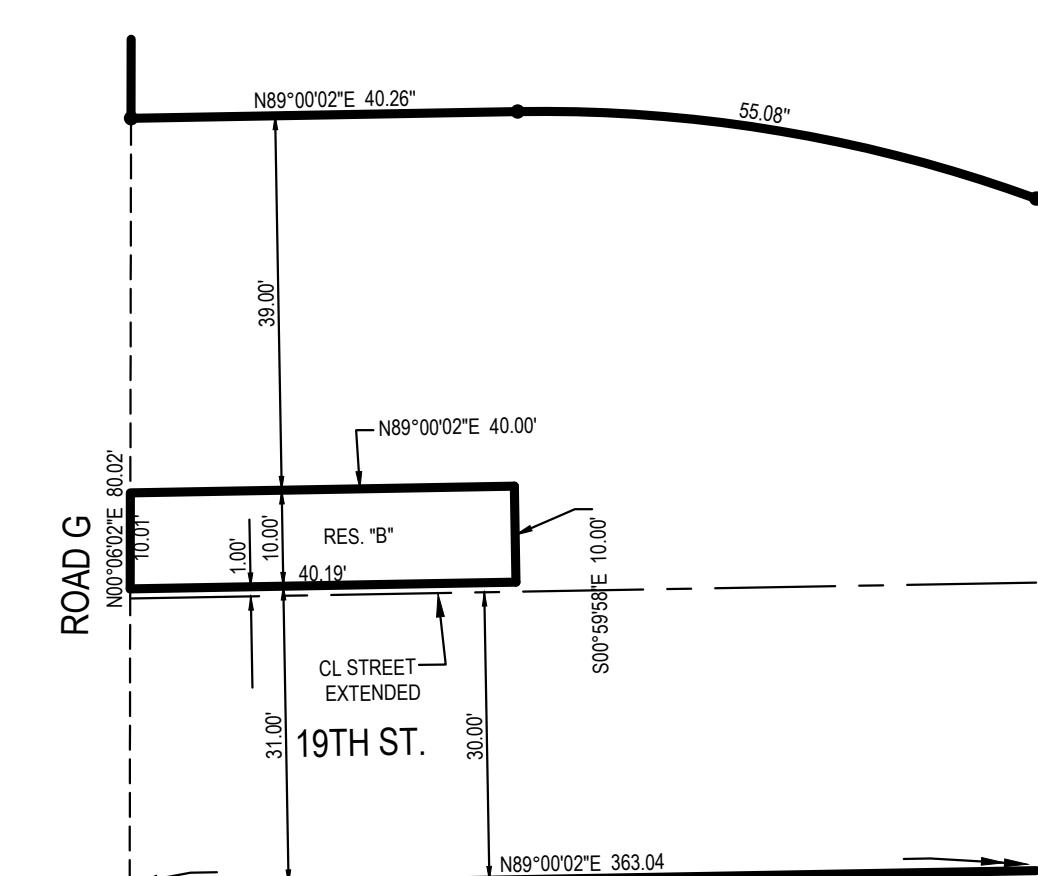
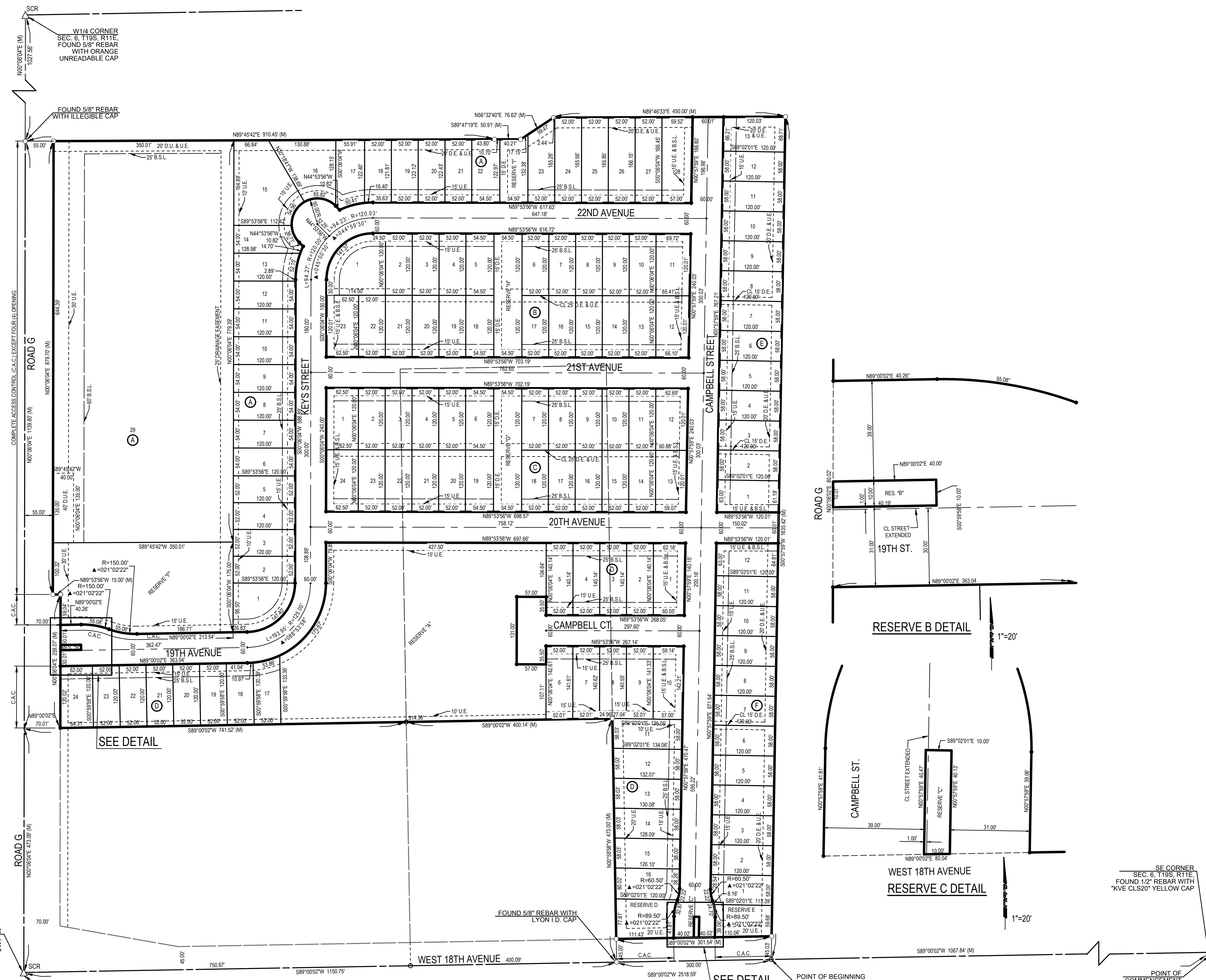
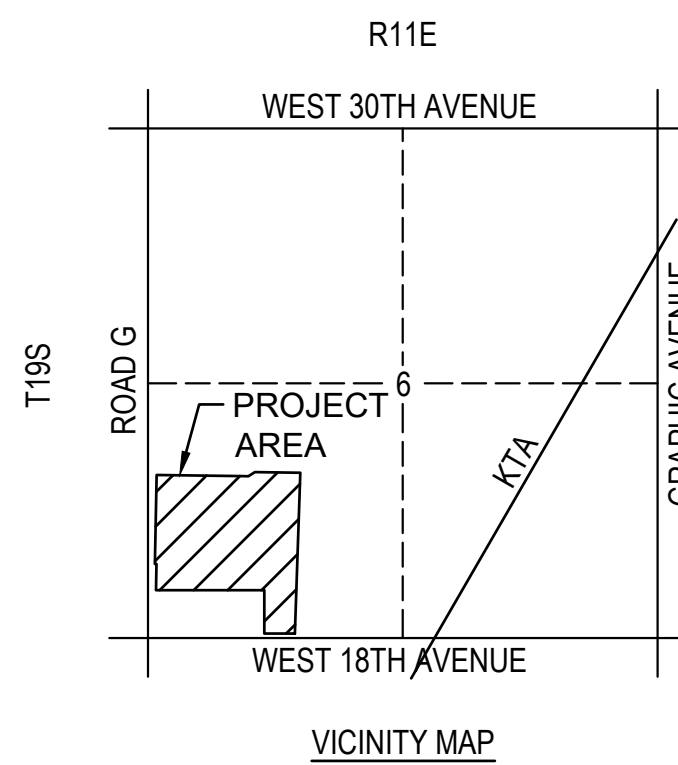
EMPORIA, LYON COUNTY, KANSAS

## FINAL PLAT

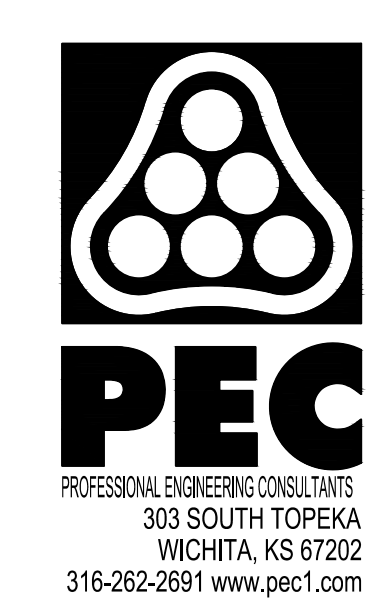


PLAT LEGEND

- △ 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



SAVED 4/7/2026 12:17:55 PM BY DUSTIN LOHMANN  
 PLOTTED 4/7/2026 1:35:10 PM BY DUSTIN LOHMANN  
 U:\WICHTA-CIVIL\2024\2405888\001\2PD4\_PLANS\030\PLAT\2405888-001-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 18<sup>th</sup> Ave. North of W 18<sup>th</sup> 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 18<sup>th</sup> 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 18<sup>th</sup> Ave. for ingress and egress. A monument is provided for separation of vehicles entering and exiting the development at both locations.
  - 20<sup>th</sup> 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

Resolution No. 3791 Authorizing Financing  
of Storm Sewer Project On Commercial Street

**Title:** Resolution No.3791 Authorizing Financing of Storm Sewer Project  
on Commercial Street

**Agenda Date:** April 15, 2026

**Presented By:** Mark Detter, Deputy City Manager

---

## Background:

The collapse of the Storm Sewer on 10<sup>th</sup> and Commercial has created an immediate and longer-term need for repair of the Storm Sewer in the area.

## Discussion:

The City Engineer is estimating the costs to repair the Storm Sewer between 8<sup>th</sup> and 10<sup>th</sup> on Commercial will be approximately \$850,000. The attached project estimate shows the various costs involved in the project.

Additionally, staff would like to add \$150,000 to the Bond issue to cover potential cost overruns on the project and if funds are available, to finance a portion of the costs of Industrial Park II storm sewer.

## Financial considerations:

The plan currently is to increase the size of the Series 2026 Bond issue to \$14.2 million, adding \$1,000,000 to the Bond issue. The additional \$1,000,000 will create 72,000 in debt service on the bond issue, over 20 years, annually.

## Recommended action:

Approve Resolution No. 3791 authorizing the financing of Storm Sewer improvements in the City of Emporia.

## Attachments:

Resolution No. 3791  
Costs Estimates  
Project Map  
Pictures

**RESOLUTION NO. 3791**

**A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (STORM SEWER IMPROVEMENTS).**

---

**WHEREAS**, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Emporia, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk, transportation or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, telecommunications, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

**WHEREAS**, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

**WHEREAS**, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EMPORIA, KANSAS:**

**Section 1. Public Improvements; Bond Authorization.** The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
Storm Sewer Improvements	\$1,000,000

The estimated costs of the Improvements shall be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution. The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

**Section 2. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED AND APPROVED** by the Governing Body of the City of Emporia, Kansas, on April 15, 2026.

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the Governing Body on April 15, 2026, as the same appears of record in my office.

DATED: April 15, 2026.

\_\_\_\_\_  
Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF EMPORIA, KANSAS  
HELD ON APRIL 15, 2026**

The governing body met in regular session at the usual meeting place in the City at 11:00 A.M., the following members being present and participating, to-wit:

Absent:

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

\*\*\*\*\*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING  
CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT  
OF THE COSTS THEREOF (STORM SEWER IMPROVEMENTS).**

Commissioner \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the governing body:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 3791 and was signed by the Mayor and attested by the Clerk.

\*\*\*\*\*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

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

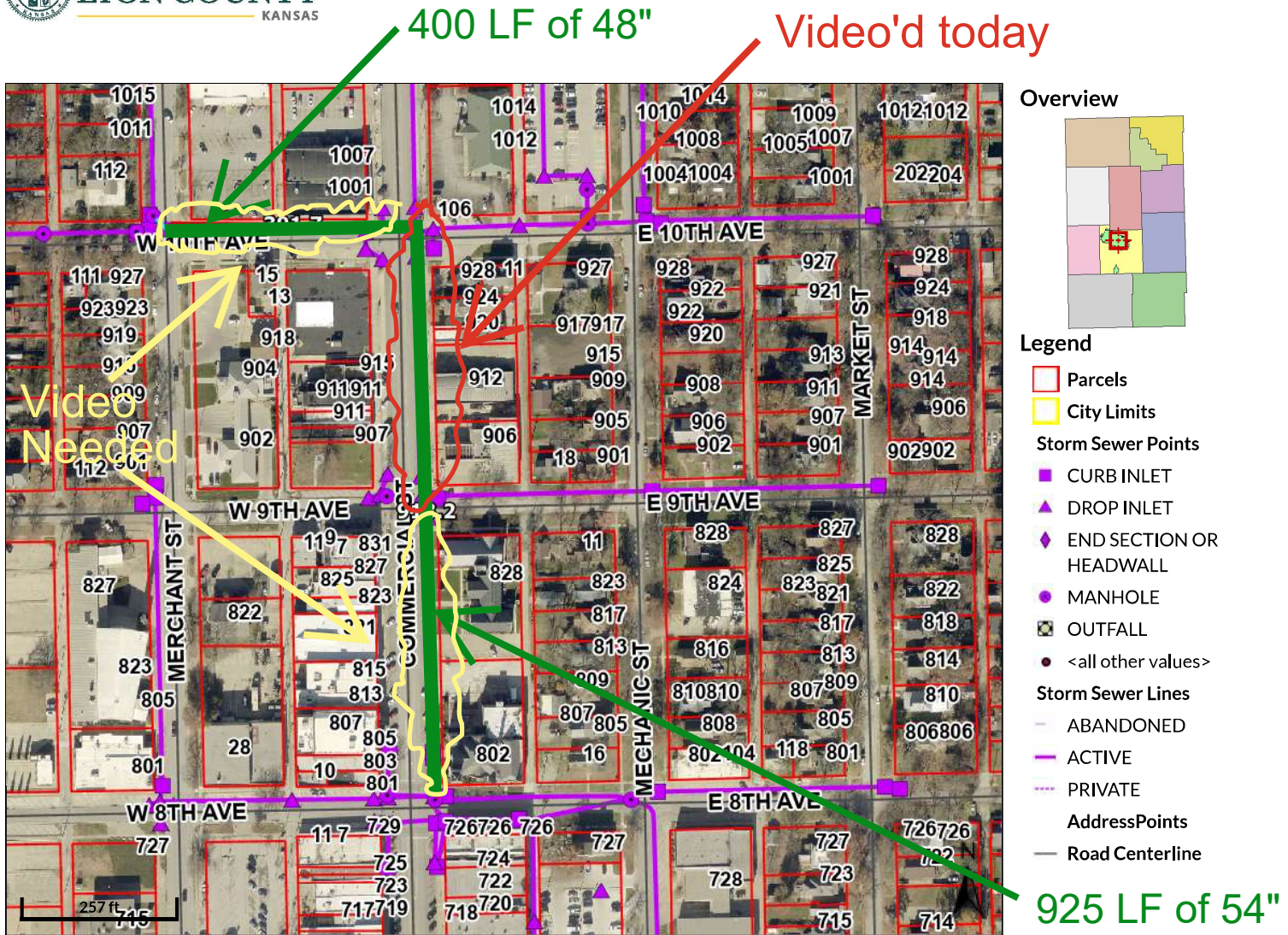
(SEAL)

---

Clerk

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



Assetname = ST11-093	GlobalID = {6F900127-02F0-4F20-B986-198896CDE9CF}	PLANS = : 1953.pdf
CreationDa = 1765929600000	INSTALL_DA = -536457600000	PROJECT =
Creator = JRIGGS	MATERIAL = RCP	SHAPE_Leng = 26.496318174599999
DIAMETER = 36"	NotesLong =	Shape_Length = 26.49631817463144
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)



(Looking south toward 9<sup>th</sup> Ave, wall along west side giving way near floor) (east side wall looked to be leaning also) (no sign of rebar in walls, consistent with detail from plans, circa 1900-1920) (Pictures 2026.03.30)



(Looking north towards 10<sup>th</sup> Ave, wall along west side giving way near floor) (east side wall looked to be leaning also) (no sign of rebar in walls, consistent with detail from plans, circa 1900-1920) (Pictures 2026.03.30)



Commercial St  
(Looking south)





## Commission Action Report

### Award 2026 Street Rehabilitation Project

**Title:** Awarding 2026 Street Rehabilitation (Various Streets), Project No. PV2601

**Agenda Date:** April 15, 2026

**Presented By:** James Ubert, City Engineer

---

**Background:**

The 2026 Street Rehabilitation will consist of milling and asphalt overlay operations, replacement of select curb and gutter sections, and some sidewalk/ADA ramp improvements along various streets.

**Discussion:**

At 2:00 pm on Tuesday, April 7, 2026, the City Engineer’s Office publicly opened bids on the 2026 Street Rehabilitation Project No. PV2601. The Engineering Office received a total of three (3) bids for this project. The received bids and Engineer’s Estimate are as follows:

		24 <sup>th</sup> Ave (Jones Dr to Lincoln)	Eaglecrest Dr (18 <sup>th</sup> to 18 <sup>th</sup> Ave)	West St (South to 2 <sup>nd</sup> Ave)	ERC Conc Flume & Curb	9 <sup>th</sup> Ave (US-50 to 400ft west)
Bidder Name	Base Bid	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3	Add Alternate No. 4	Add Alternate No. 5
APAC- Kansas	\$921,895.67	\$48,426.03	\$88,691.62	\$59,217.38	\$10,299.98	\$49,428.85
Killough Construction	\$1,013,765.56	\$55,520.04	\$103,273.70	\$67,590.66	\$15,806.37	\$59,381.84
Bettis Asphalt & Construction	\$1,148,989.81	\$56,858.50	\$98,306.25	\$98,240.16	\$16,778.27	\$89,764.50
Engineer’s Estimate	\$1,024,261.50	\$58,517.50	\$110,781.25	\$64,692.00	\$17,175.00	\$50,717.50

**Financial considerations:**

This project will be funded by the City’s Multi Year Fund/County sales tax.

**Recommended action:**

Staff recommendation is to award Base Bid plus all Add Alternates to APAC-Kansas, Shears Division in the amount of \$921,895.67 + \$48,426.03 + \$88,691.62 + \$59,217.38 + \$10,299.98 + \$49,428.85 = \$1,177,959.53.

**Attachments:**

Bid tabulation is attached.

CITY OF EMPORIA, KS

BID TABULATION  
 FOR 2026 STREET REHABILITATION PROJECT NO. PV2601 (VARIOUS LOCATIONS AROUND CITY)  
 Location: City of Emporia

Date: 2:00 pm, April 7, 2026

Base Bid:			APAC-Kansas, Inc. Shears Division		Killough Construction, Inc.		Bettis Asphalt & Construction, Inc.		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	LS	Mobilization	\$67,268.10	\$67,268.10	\$80,000.00	\$80,000.00	\$104,500.00	\$104,500.00	\$80,000.00	\$80,000.00
18050	SY	Asphalt Milling (2" Avg. Depth)	\$3.89	\$70,214.50	\$3.30	\$59,565.00	\$4.50	\$81,225.00	\$3.75	\$67,687.50
3779	TON	HMA (Commercial Grade) (Class A)	\$102.78	\$388,405.62	\$115.46	\$436,323.34	\$110.50	\$417,579.50	\$130.00	\$491,270.00
507	TON	HMA (Leveling Course) (1" Avg. Depth)	\$106.94	\$54,218.58	\$115.46	\$58,538.22	\$144.00	\$73,008.00	\$145.00	\$73,515.00
272	SY	Asphalt Patching (6" Depth)	\$59.31	\$16,132.32	\$107.00	\$29,104.00	\$275.00	\$74,800.00	\$130.00	\$35,360.00
115.5	SY	Concrete Pavement (6" Plain) (AE) (Remove & Replace)	\$115.19	\$13,304.45	\$120.37	\$13,902.74	\$109.43	\$12,639.17	\$140.00	\$16,170.00
92.9	SY	Concrete Pavement (6" Reinforced) (AE) (Remove & Replace)	\$125.83	\$11,689.61	\$131.49	\$12,215.42	\$119.54	\$11,105.27	\$160.00	\$14,864.00
1591	LF	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$74.08	\$117,861.28	\$77.42	\$123,175.22	\$70.38	\$111,974.58	\$40.00	\$63,640.00
710	LF	Curb & Gutter (2'-6" Combined) (AE)	\$66.61	\$47,293.10	\$69.61	\$49,423.10	\$63.28	\$44,928.80	\$40.00	\$28,400.00
304	SY	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	\$93.95	\$28,560.80	\$98.18	\$29,846.72	\$89.25	\$27,132.00	\$105.00	\$31,920.00
149	SY	Sidewalk Ramp	\$321.05	\$47,836.45	\$335.50	\$49,989.50	\$305.00	\$45,445.00	\$350.00	\$52,150.00
710	LF	Saw Cutting	\$7.63	\$5,417.30	\$7.98	\$5,665.80	\$7.25	\$5,147.50	\$5.00	\$3,550.00
24.9	TON	Surface Aggregate (AB-3) (2" Avg. Depth)	\$236.84	\$5,897.32	\$247.50	\$6,162.75	\$225.00	\$5,602.50	\$100.00	\$2,490.00
10.3	CY	Miscellaneous Concrete (Grade 4.0) (AE)	\$394.74	\$4,065.82	\$412.50	\$4,248.75	\$375.00	\$3,862.50	\$350.00	\$3,605.00
130	LF	Ditch Grading	\$8.28	\$1,076.40	\$31.00	\$4,030.00	\$221.00	\$28,730.00	\$20.00	\$2,600.00
24	LF	Underdrain Pipe (PVC) (4")	\$116.67	\$2,800.08	\$50.00	\$1,200.00	\$440.00	\$10,560.00	\$10.00	\$240.00
19	EA	Utility Adjustment (Concrete) (Valve Box) (Water)	\$473.68	\$8,999.92	\$495.00	\$9,405.00	\$450.00	\$8,550.00	\$1,200.00	\$22,800.00
6	EA	Utility Adjustment (Concrete) (Manhole) (Sewer)	\$473.69	\$2,842.14	\$495.00	\$2,970.00	\$450.00	\$2,700.00	\$1,500.00	\$9,000.00
1	LS	Permanent Seeding, Fertilizer, and Mulch	\$10,572.61	\$10,572.61	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$10,000.00	\$10,000.00
1	LS	Traffic Control	\$17,439.28	\$17,439.28	\$28,000.00	\$28,000.00	\$65,000.00	\$65,000.00	\$15,000.00	\$15,000.00
<b>TOTAL OF BASE BID:</b>				<b>\$921,895.67</b>		<b>\$1,013,765.56</b>		<b>\$1,148,989.81</b>		<b>\$1,024,261.50</b>
<b>Add Alternate No. 1:</b>			<b>24th Avenue (Jones Drive to Lincoln Street)</b>							
26	SY	Asphalt Milling (2" Avg. Depth)	\$38.37	\$997.62	\$40.00	\$1,040.00	\$6.75	\$175.50	\$3.75	\$97.50
414	TON	HMA (Commercial Grade) (Class A) (2" Avg. Depth)	\$102.78	\$42,550.92	\$115.46	\$47,800.44	\$110.50	\$45,747.00	\$130.00	\$53,820.00
8.4	TON	Surface Aggregate Shoulder (AB-3) (9" Avg. Width)	\$305.26	\$2,564.18	\$319.00	\$2,679.60	\$290.00	\$2,436.00	\$250.00	\$2,100.00
1	LS	Traffic Control	\$2,313.31	\$2,313.31	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$2,500.00	\$2,500.00
<b>TOTAL OF ADD ALTERNATE NO. 1:</b>				<b>\$48,426.03</b>		<b>\$55,520.04</b>		<b>\$56,858.50</b>		<b>\$58,517.50</b>
<b>Add Alternate No. 2:</b>			<b>Eaglecrest Drive (18th Avenue to 18th Avenue)</b>							

1	LS	Mobilization	\$5,318.46	\$5,318.46	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
4,915	SY	Asphalt Milling (2" Avg. Depth)	\$4.05	\$19,905.75	\$5.00	\$24,575.00	\$2.25	\$11,058.75	\$3.75	\$18,431.25
595	TONS	HMA (Commercial Grade) (Class A) (2" Avg. Depth)	\$102.78	\$61,154.10	\$115.46	\$68,698.70	\$110.50	\$65,747.50	\$130.00	\$77,350.00
1	LS	Traffic Control	\$2,313.31	\$2,313.31	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00
<b>TOTAL OF ADD ALTERNATE NO. 2:</b>				<b>\$88,691.62</b>		<b>\$103,273.70</b>		<b>\$98,306.25</b>		<b>\$110,781.25</b>
<b>Add Alternate No. 3:</b>			<b>West Street (South Avenue to 2nd Avenue)</b>							
1	LS	Mobilization	\$8,105.68	\$8,105.68	\$8,000.00	\$8,000.00	\$12,750.00	\$12,750.00	\$5,000.00	\$5,000.00
2290	SY	Asphalt Milling (2" Avg. Depth)	\$4.16	\$9,526.40	\$5.00	\$11,450.00	\$3.25	\$7,442.50	\$3.75	\$8,587.50
277	TON	HMA (Commercial Grade) (Class A) (2" Avg. Depth)	\$102.78	\$28,470.06	\$115.46	\$31,982.42	\$110.50	\$30,608.50	\$130.00	\$36,010.00
50	SY	Asphalt Patching (6" Depth)	\$59.31	\$2,965.50	\$107.00	\$5,350.00	\$275.00	\$13,750.00	\$130.00	\$6,500.00
9.5	SY	Concrete Pavement (6" Plain) (AE) (Remove & Replace)	\$115.19	\$1,094.31	\$120.37	\$1,143.52	\$109.43	\$1,039.59	\$140.00	\$1,330.00
30	LF	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$76.05	\$2,281.50	\$79.48	\$2,384.40	\$72.25	\$2,167.50	\$40.00	\$1,200.00
7.9	SY	Concrete Sidewalk (4" Plain) (AE) (Remove & Replace)	\$93.95	\$742.21	\$98.18	\$775.62	\$89.25	\$705.08	\$105.00	\$829.50
3.9	SY	Sidewalk Ramp	\$321.05	\$1,252.10	\$335.50	\$1,308.45	\$305.00	\$1,189.50	\$350.00	\$1,365.00
8.7	TON	Surface Aggregate (AB-3) (2" Avg. Depth)	\$131.58	\$1,144.75	\$137.50	\$1,196.25	\$125.00	\$1,087.50	\$100.00	\$870.00
1	LS	Permanent Seeding, Fertilizer and Mulch	\$1,321.58	\$1,321.58	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
1	LS	Traffic Control	\$2,313.31	\$2,313.31	\$3,000.00	\$3,000.00	\$26,000.00	\$26,000.00	\$2,500.00	\$2,500.00
<b>TOTAL OF ADD ALTERNATE NO. 3:</b>				<b>\$59,217.38</b>		<b>\$67,590.66</b>		<b>\$98,240.16</b>		<b>\$64,692.00</b>
<b>Add Alternate No. 4:</b>			<b>Emporia Recreation Center (313 W 4th Avenue)</b>							
1	LS	Mobilization	\$3,587.46	\$3,587.46	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
19	SY	Concrete Valley Gutter (7" Avg.) (Reinforced) (AE)	\$104.29	\$1,981.51	\$108.99	\$2,070.81	\$99.08	\$1,882.52	\$350.00	\$6,650.00
47	LF	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$76.05	\$3,574.35	\$79.48	\$3,735.56	\$72.25	\$3,395.75	\$75.00	\$3,525.00
1	LS	Traffic Control	\$1,156.66	\$1,156.66	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$2,000.00	\$2,000.00
<b>TOTAL OF ADD ALTERNATE NO. 4:</b>				<b>\$10,299.98</b>		<b>\$15,806.37</b>		<b>\$16,778.27</b>		<b>\$17,175.00</b>
<b>Add Alternate No. 5:</b>			<b>W 9th Avenue (W HWY 50 to ~400' West)</b>							
1	LS	Mobilization	\$7,835.34	\$7,835.34	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1270	SY	Asphalt Milling (2" Avg. Depth)	\$4.53	\$5,753.10	\$5.00	\$6,350.00	\$10.70	\$13,589.00	\$3.75	\$4,762.50
154	TON	HMA (Commercial Grade) (Class A) (2" Avg. Depth)	\$102.78	\$15,828.12	\$140.00	\$21,560.00	\$133.00	\$20,482.00	\$130.00	\$20,020.00
63.5	SY	Asphalt Patching (6" Depth)	\$59.31	\$3,766.19	\$107.00	\$6,794.50	\$275.00	\$17,462.50	\$130.00	\$8,255.00
28	SY	Concrete Pavement (6" Reinforced) (AE) (Remove & Replace)	\$125.83	\$3,523.24	\$131.41	\$3,679.48	\$119.54	\$3,347.12	\$175.00	\$4,900.00
119.5	LF	Curb & Gutter (2'-6" Combined) (AE) (Remove & Replace)	\$76.05	\$9,087.98	\$79.48	\$9,497.86	\$72.25	\$8,633.88	\$40.00	\$4,780.00
1	LS	Permanent Seeding, Fertilizer and Mulch	\$1,321.58	\$1,321.58	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
1	LS	Traffic Control	\$2,313.31	\$2,313.31	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00
<b>TOTAL OF ADD ALTERNATE NO. 5:</b>				<b>\$49,428.85</b>		<b>\$59,381.84</b>		<b>\$89,764.50</b>		<b>\$50,717.50</b>

Base Bid with Add Alternate No. 1	<u>\$970,321.70</u>	<u>\$1,069,285.60</u>	<u>\$1,205,848.31</u>	<u>\$1,082,779.00</u>
Base Bid with Add Alternate No. 2	<u>\$1,010,587.29</u>	<u>\$1,117,039.26</u>	<u>\$1,247,296.06</u>	<u>\$1,135,042.75</u>
Base Bid with Add Alternate No. 3	<u>\$981,113.05</u>	<u>\$1,081,356.21</u>	<u>\$1,247,229.97</u>	<u>\$1,088,953.50</u>
Base Bid with Add Alternate No. 4	<u>\$932,195.65</u>	<u>\$1,029,571.93</u>	<u>\$1,165,768.08</u>	<u>\$1,041,436.50</u>
Base Bid with Add Alternate No. 5	<u>\$971,324.52</u>	<u>\$1,073,147.40</u>	<u>\$1,238,754.31</u>	<u>\$1,074,979.00</u>
Base Bid with All Add Alternates	<u>\$1,177,959.53</u>	<u>\$1,315,338.16</u>	<u>\$1,508,937.49</u>	<u>\$1,326,144.75</u>

Denotes a math correction

STATE OF KANSAS  
2026 STREET REHAB PROJECT NO. PV2601  
(VARIOUS LOCATIONS)  
CITY OF EMPORIA, KANSAS  
LYON COUNTY

SHEET	PROJECT NO.	TOTAL SHEET NO.	TOTAL SHEETS
10/0001	PV2601	7	34

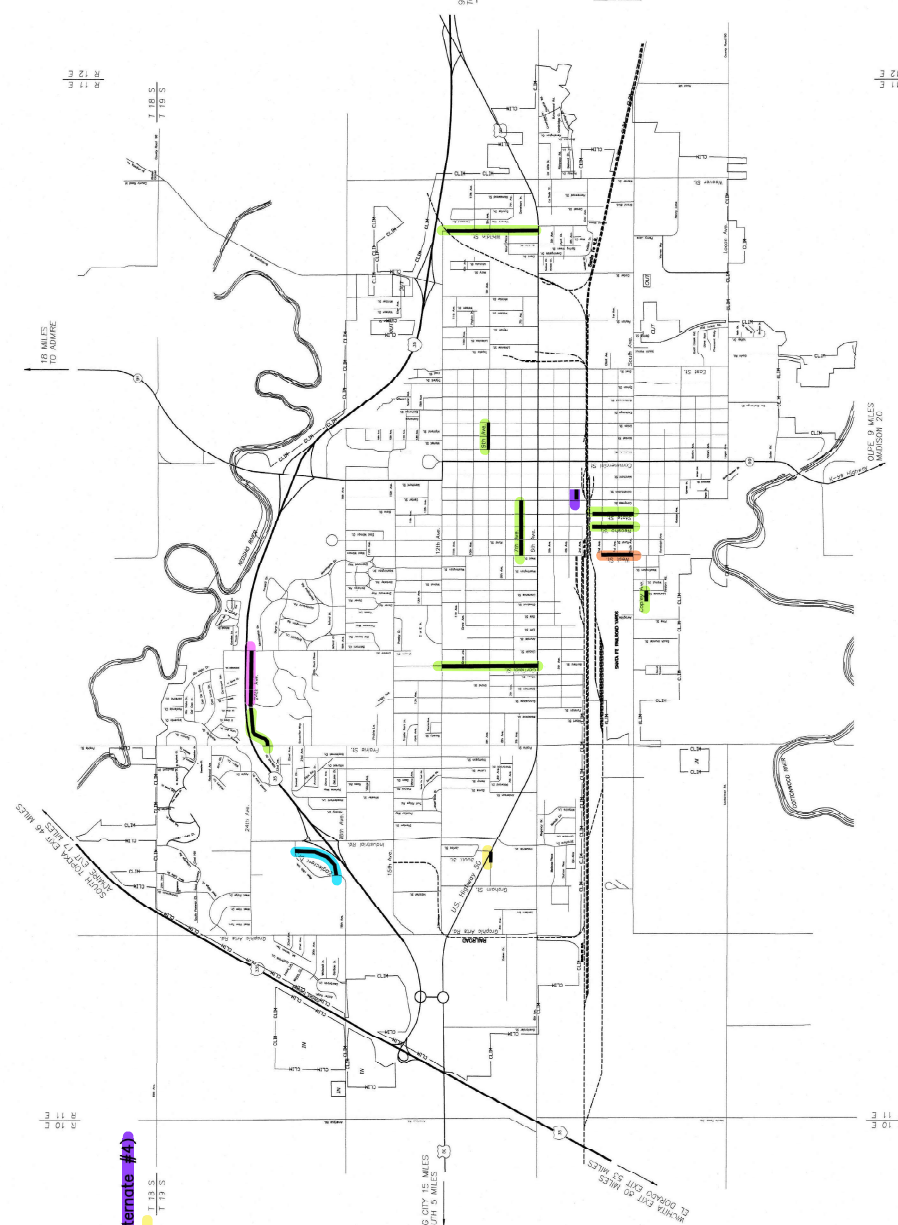
INDEX OF SHEETS

1. Title Sheet
- 2-3. Typical Sections and General Notes
4. Miscellaneous Details
- 5-6. Plan Sheets W. 24th Avenue
- 7-8. Plan Sheets Garfield Street
- 9-10. Plan Sheets W. 7th Avenue
11. Plan Sheet Neosho Street
12. Plan Sheet State Street
13. Plan Sheet W. Copley Avenue
14. Plan Sheet E. 9th Avenue
- 15-16. Plan Sheets Whildin Street
17. Plan Sheet W. 24th Avenue (Add Alternate #1)
18. Plan Sheet Eaglecrest Drive (Add Alternate #2)
19. Plan Sheet West Street (Add Alternate #3)
20. Summary of Quantities
21. Curb & Gutter Details
22. Alley & Entrance Details
23. Sidewalk and Handicap Ramp Details
24. Erosion Control and Seeding
- 25-32. Traffic Control
33. Plan Sheet Emporia Recreation Center (Add Alternate #4)
34. Plan Sheet W. 9th Avenue (Add Alternate #5)

- SURFACE MILLING**  
**BITUMINOUS SURFACING**  
**CONCRETE PAVEMENT**  
**CURB AND GUTTER**  
**SIDEWALK AND RAMPS**  
**TRAFFIC CONTROL**  
**SEEDING**

**Base Bid Streets**  
W. 24th Avenue (Prairie St. to Jones Dr.)  
Copley Avenue (24th Ave. to Center St.)  
W. 7th Avenue (West St. to Center St.)  
Neosho Street (South Ave. to Railroad)  
State Street (South Ave. to BNSF Bridge)  
W. Copley Avenue (S. Lawrence St. to ~300' West)  
E. 9th Avenue (Whildin St. to Union St.)  
Whildin Street (US-50 HWY to 12th Ave.)

**Add Alternate Streets**  
Whildin Dr. (Lincoln St.)  
Eaglecrest Drive (18th Ave. to 18th Ave.)  
West Street (South Ave. to 2nd Ave.)  
Emporia Recreation Center (313 W. 4th Ave.)  
W. 9th Avenue (N. HWY 50 to ~400' West)



DESIGN DESIGNATION  
ADT (VARIES)

POSTED SPEED LIMIT VARIES  
THROUGHOUT PROJECT

- CONVENTIONAL SLUWS
- CORPORATE CITY LIMITS
  - KTA TOLL HIGHWAY
  - INTERSTATE DIVIDED HIGHWAY
  - STATE HIGHWAY
  - STREET OR PUBLIC ROAD
  - RAILROAD
  - PUBLIC WORKS BUILDING
  - INTERSTATE NUMBERED ROUTE
  - STATE NUMBERED ROUTE

FINAL PLANS  
FOR CONSTRUCTION  
DATE: 04/02/2026

KS PROJECT  
MAP OF  
EMPORIA, KS

PLANS PREPARED AND SUBMITTED BY:

APPROVED - DATE: \_\_\_\_\_  
CITY ENGINEER  
CITY OF EMPORIA



## Commission Action Report

### Request to Exchange Federal Funds Agreement

**Title:** Request to Exchange Federal Funds Agreement

**Agenda Date:** April 15, 2026

**Presented By:** James Ubert, City Engineer

---

#### **Background:**

The City entered into an agreement with the Kansas Department of Transportation (KDOT) that allows us, the Local Public Agency (LPA), to trade all or a portion of our federal fund allocations in the upcoming 2026 year with KDOT in exchange for state transportation dollars. The exchange rate for the 2026 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged.

#### **Discussion:**

The Federal Fund Exchange is a reimbursement program with KDOT. The monies received in the program each year are reimbursement from qualified paving projects from previous year(s). Therefore, we must continue to spend the monies received to be eligible for future reimbursement.

#### **Financial considerations:**

The federal aid/Federal Fund Exchange program monies can no longer be banked at KDOT and must be captured each year by the LPA.

#### **Recommended action:**

Approve the Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement for the year 2026 and authorize the Mayor to sign the 2026 attachment to the Master Agreement.

#### **Attachments:**

Request to Exchange Federal Funds agreement and KDOT BLP Letter announcing the amount of funding available.

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Calvin E. Reed, P.E., Secretary  
Dawn M. Hueske, P.E., Bureau Chief



Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
<http://www.ksdot.gov>  
Laura Kelly, Governor

BLP Memo 26-07b

MEMO TO: Board of City Commissioners  
City of Emporia

DATE: 04/3/2025

SUBJECT: Federal funds distribution/Federal Fund Exchange 2027

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making federal funds in the amount of \$348,558.90 available to the City of Emporia for the federal fiscal year 2026 (October 1, 2025 through September 30, 2026). These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The Federal Fund Exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the 2026 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The FFE Program Guidelines and required documents are found at <https://www.ksdot.gov/about/our-organization/divisions/engineering-and-design/local-projects>. For your convenience, the amount of funds available to exchange for federal fiscal year 2026 has been entered into the attached Request to Exchange Federal Funds form. **Please remember that the Request to Exchange Federal Funds and the Request for Reimbursement requesting the entire amount of funds available for 2026 must be returned by September 15, 2026.**

We appreciate your participation in the federal-aid/Federal Fund Exchange program for local public agencies. Please contact Kimberly Marotta at 785-368-7468 or [kimberly.marotta@ks.gov](mailto:kimberly.marotta@ks.gov) if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Hueske". The signature is written in a cursive, flowing style.

Dawn M. Hueske, P.E., Chief  
Bureau of Local Projects

cc: Scott W. King, P.E., Interim Director, Division of Engineering and Design  
Pat Toby, Chief, Bureau of Transportation Planning



**REQUEST TO EXCHANGE FEDERAL FUNDS  
under the Federal-Aid Fund Exchange Master Agreement**

City of Emporia

Federal Funds to Be Exchanged: \$348,558.90

Exchange Rate for 2026: \$0.90 State Funds/\$1.00 Federal Funds

Available Funds After Exchange: \$313,703.01

The Secretary of Transportation is hereby requested to make available to the city State Funds in exchange for the city's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city's Federal Fund Exchange Master Agreement previously executed between the city and the Secretary. This request shall be attached to and become a part of the city's Federal Funds Exchange Agreement.

Contact Person: Jim Ubert Title: City Engineer

Address: 522 Mechanic Street, Emporia, KS 66801

Phone: 620-343-4260 Email: jubert@emporiaks.gov

\_\_\_\_\_  
*Signature\** *Date*

Becky Smith

*Typed or Printed Name*

Mayor

*Title*

***\*The representative signing this request must be authorized by law to bind the city/county to an agreement.***



## Commission Action Report

Park Mower

**Title:** Park Mower  
**Agenda Date:** April 15, 2026  
**Presented By:** Kevin Hanlin, Director of Public Lands and Facilities

---

### Background:

The Emporia Park System contains 320 acres that is maintained with five wide area mowers. In addition, these mowers are utilized to mow 25+ other locations that are either along road right of way or City facilities. In the 2026 CIP, was planned spending to replace one of these mowing units. This is a necessary purchase because of the demand placed on the equipment and the condition of the unit being replaced. The mower being replaced will be sold on Purple Wave.

### Discussion:

Requests for bids were received from the following three vendors:

1. Prairieland Partners: John Deere 1600 WAM with 127" cut at \$72,319.94
2. Pro Turf Products: Toro Zmaster 7500 with 144" cut at \$73,510.23
3. KS Golf and Turf: Jacobsen HR600 with 137" cut at \$92,303.00
4. Professional Turf Products: Toro GM 4000 with 132" cut at \$99,167.22

### Financial considerations:

\$72,319.94 from Special Park Fund.

### Recommended action:

Approve purchase of the John Deere with 127" cut from Prairieland Partners in the amount of \$72,319.94 to be paid from Special Park Fund.

### Attachments:

Bids results

**11' ROTARY MOWER**  
**This is not an order**

SPECIFICATIONS:

Dealer's Name: PrairieLand Partners Date: 1-21-26

The undersigned hereby agrees to sell to the City of Emporia, Kansas, the following, new 11' Rotary Mower, according to the specifications listed and price quoted.

Make: John Deere Model: 1600 WAM

For your convenience in bidding the City has assembled a list of machines that meet the intent of the Purchaser. Vendors may bid any machine they wish, however, any deviation must be noted. Following is a list of machines used to create the specifications:

John Deere 1600      Groundsmaster 5000-D

NOTE: Vendors are expected to properly complete all specification lines as provided. Any deviation should be noted and explained. Failure to adequately complete specification sheet may disqualify bid. Designations such as check marks (/), "OK", and/or "Yes" will not be accepted.

<u>ITEM</u>	<u>MINIMUM REQUIRED SPECIFICATIONS</u>	<u>BID SPECIFICATIONS</u>
Engine	55 net HP, Water cooled diesel, with electric start. Air cleaner with pre cleaner	<u>60 Hp</u>
Transmission	Hydrostatic drive, forward & reverse. 4-wheel drive. Specify if separate activation/deactivation is available on 4-wheel drive	<u>Can be turned on and off</u>
Brakes	Hydrostatic and parking.	<u>Yes</u>
Cutting Width	127 inches minimum	<u>128</u>
Cutting Height	1" to 5"	<u>Yes</u>
Cutter Blades	Seven high carbon steel, replaceable blades.	<u>Yes</u>

Blade Engagement	Electronic engagement.	<u>yes</u>
Outboard Blade Drive	Hydraulic	<u>yes</u>
Fuel Capacity	19 gallons	<u>22 Gal</u>
Seat	Adjustable Air-Ride Suspension Seat with arms.	<u>yes</u>
Mower Deck	Steel plate, reinforced, welded.	<u>yes</u>

Price of Mower as Proposed.....\$ 72,319.94

NO TRADE-IN ON THIS PURCHASE

Company: PrairieLand Partners

Prepared by: Kelly Maxfield

Address: 1744 Courty Rd F

Warranty: 24 months

Comments:

**11' ROTARY MOWER**  
**This is not an order**

**SPECIFICATIONS:**

1/29/26

Dealer's Name: Professional Turf Products Date: \_\_\_\_\_

The undersigned hereby agrees to sell to the City of Emporia, Kansas, the following, new 11' Rotary Mower, according to the specifications listed and price quoted.

Make: Toro Zmaster 7500 Model: 72144  
144"

For your convenience in bidding the City has assembled a list of machines that meet the intent of the Purchaser. Vendors may bid any machine they wish, however, any deviation must be noted. Following is a list of machines used to create the specifications:

John Deere 1600      Groundsmaster 5000-D

**NOTE:** Vendors are expected to properly complete all specification lines as provided. Any deviation should be noted and explained. Failure to adequately complete specification sheet may disqualify bid. Designations such as check marks (/), "OK", and/or "Yes" will not be accepted.

<u>ITEM</u>	<u>MINIMUM REQUIRED SPECIFICATIONS</u>	<u>BID SPECIFICATIONS</u>
Engine	55 net HP, Water cooled diesel, with electric start. Air cleaner with pre cleaner	43.4 hp (32.3 kW) Yanmar® Turbo-Diesel
Transmission	Hydrostatic drive, forward & reverse. 4-wheel drive. Specify if separate activation/deactivation is available on 4-wheel drive	<del>Kanzaki KPS-18T</del> Transmission, 14-quart (13.2 liter) oil capacity, spin-on filter. 2-speed Danfoss axial piston motors <del>plus Omni planetary gear reduction, hydraulic</del>
Brakes	Hydrostatic and parking.	Spring applied, hydraulic release internal wet disc brake
Cutting Width	127 inches minimum	Overall: 144"
Cutting Height	1" to 5"	1 to 5.5"
Cutter Blades	Seven high carbon steel, replaceable blades.	Seven high carbon steel, <del>replaceable</del>

Blade Engagement	Electronic engagement.	<u>Electronic</u>
Outboard Blade Drive	Hydraulic	<u>Belt</u>
Fuel Capacity	19 gallons	<u>12 gallons</u>
Seat	Adjustable Air-Ride Suspension Seat with arms.	<u>Deluxe Suspension Comfort w/Armrests (Flip-Up, Iso-Mount)</u>
Mower Deck	Steel plate, reinforced, welded.	<u>7 gauge High-Strength Steel TURBO FORCE®, rear discharge.</u>

Price of Mower as Proposed.....\$ \$73,510.23

NO TRADE-IN ON THIS PURCHASE

Company: Professional Turf Products

Prepared by: Derek Harrison

Address: 10935 Eicher Drive, Lenexa, KS 66219

Warranty: 5-Year / 1500 Hours; 2-Year No Hour Limit

Comments:

**11' ROTARY MOWER**  
**This is not an order**

**SPECIFICATIONS:**

Dealer's Name: Kansas Golf and Turf Date: 2/25/26

The undersigned hereby agrees to sell to the City of Emporia, Kansas, the following, new 11' Rotary Mower, according to the specifications listed and price quoted.

Make: Jacobsen Model: HR600

For your convenience in bidding the City has assembled a list of machines that meet the intent of the Purchaser. Vendors may bid any machine they wish, however, any deviation must be noted. Following is a list of machines used to create the specifications:

John Deere 1600      Groundsmaster 5000-D

NOTE: Vendors are expected to properly complete all specification lines as provided. Any deviation should be noted and explained. Failure to adequately complete specification sheet may disqualify bid. Designations such as check marks (/), "OK", and/or "Yes" will not be accepted.

<u>ITEM</u>	<u>MINIMUM REQUIRED SPECIFICATIONS</u>	<u>BID SPECIFICATIONS</u>
Engine	55 net HP, Water cooled diesel, with electric start. Air cleaner with pre cleaner	65.2 HP Kubota Turbodiesel
Transmission	Hydrostatic drive, forward & reverse. 4-wheel drive. Specify if separate activation/deactivation is available on 4-wheel drive	Hydrostatic Closed Loop Parallel-Cross Series Sure Trac system. Must hold down rocker switch for 4WD in reverse.
Brakes	Hydrostatic and parking.	Service Brakes - Hydrostatic Parking Brake - Automatic Wet Brake
Cutting Width	127 inches minimum	<u>137"</u>
Cutting Height	1" to 5"	<u>1" - 4.75"</u>
Cutter Blades	Seven high carbon steel, replaceable blades.	<u>Marbain boron alloy steel</u>

Blade Engagement	Electronic engagement.	<u>Yes</u>
Outboard Blade Drive	Hydraulic	<u>7 individual hydraulic motors, One for each blade.</u>
Fuel Capacity	19 gallons	<u>20.4 gallons</u>
Seat	Adjustable Air-Ride Suspension Seat with arms.	<u>Yes</u>
Mower Deck	Steel plate, reinforced, welded.	<u>Yes</u>

Price of Mower as Proposed.....\$ 92,303

NO TRADE-IN ON THIS PURCHASE

Company: Kansas Golf and Turf

Prepared by: Ryan Blew

Address: 5701 N. Chuzy Drive Wichita, KS 67219

Warranty: 2 years

Comments: There is currently 4 units available at the warehouse in Augusta. After those 4 are gone, the lead time is July-August 2026.

**11' ROTARY MOWER**  
**This is not an order**

**SPECIFICATIONS:**

1/29/26

Dealer's Name: Professional Turf Products Date: \_\_\_\_\_

The undersigned hereby agrees to sell to the City of Emporia, Kansas, the following, new 11' Rotary Mower, according to the specifications listed and price quoted.

Make: Toro GM 4000 Model: 30609

For your convenience in bidding the City has assembled a list of machines that meet the intent of the Purchaser. Vendors may bid any machine they wish, however, any deviation must be noted. Following is a list of machines used to create the specifications:

John Deere 1600      Groundsmaster 5000-D

**NOTE:** Vendors are expected to properly complete all specification lines as provided. Any deviation should be noted and explained. Failure to adequately complete specification sheet may disqualify bid. Designations such as check marks (/), "OK", and/or "Yes" will not be accepted.

<u>ITEM</u>	<u>MINIMUM REQUIRED SPECIFICATIONS</u>	<u>BID SPECIFICATIONS</u>
Engine	55 net HP, Water cooled diesel, with electric start. Air cleaner with pre cleaner	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 55 HP
Transmission	Hydrostatic drive, forward & reverse. 4-wheel drive. Specify if separate activation/deactivation is available on 4-wheel drive	Parallel hydrostatic, closed loop system with full-time 4WD
Brakes	Hydrostatic and parking.	Hydro & parking
Cutting Width	127 inches minimum	Overall: 132"
Cutting Height	1" to 5"	1 to 5"
Cutter Blades	Seven high carbon steel, replaceable blades.	Seven high carbon steel, replaceable

Blade Engagement	Electronic engagement.	<u>Electronic</u>
Outboard Blade Drive	Hydraulic	<u>Hydraulic</u>
Fuel Capacity	19 gallons	<u>21 gallons</u>
Seat	Adjustable Air-Ride Suspension Seat with arms.	<u>Adjustable air ride with</u>
Mower Deck	Steel plate, reinforced, welded.	<u>Welded .100" (25 mm) steel with 7 and 10-gauge steel channel and plate reinforcements, bullnose bumpers</u>

Price of Mower as Proposed.....\$ \$99,167.22

NO TRADE-IN ON THIS PURCHASE

Company: Professional Turf Products

Prepared by: Derek Harrison

Address: 10935 Eicher Drive, Lenexa, KS 66219

Warranty: 2 years (extended options available up to 60 months with additional fees)

Comments:



# Commission Action Report

## Tax Credit Sale

**Title:** Tax Credit sale  
**Agenda Date:** April 15, 2026  
**Presented By:** Janet Harrouff, Director of Finance

---

**Background:**

The City applied for a rehabilitation project through the State of Kansas Rehabilitation Tax Credit Program for the remodeling work in the Police Department lobby and rehabilitation of the elevator. Total costs of the projects were \$670,748. The project qualified for a tax credit of \$268,299, which is equivalent to 40% of the expenses.

**Discussion:**

Bids were submitted to 8 organizations on April 1, 2026. Three bids were received.

**Financial considerations:**

The City will receive \$247,506.00.

**Recommended action:**

Approve the bid from Emprise bank for \$247,506.00.

**Bids:**

Emprise Bank	.9225	\$247,506
Clock Tower Tax Credits	.9176	\$249,191.16
ESB Financial	.90	\$241,470.



## Commission Action Report

### KDHE Environmental Use Control Agreement

**Title:** KDHE Environmental Use Control Agreement

**Agenda Date:** April 9, 2026

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

---

#### **Background:**

The City accepted a Pre-Disaster Mitigation Grant from the Federal Emergency Management Agency in 2021 to fund relocation of the Fanestil Meat production plant out of the floodplain. The Environmental Use Control Agreement with the Kansas Department of Health and Environment (KDHE) is the final step in the environmental review process for the former plant site at 1542 Highway 99 South.

#### **Discussion:**

The Agreement restricts excavation at the property and prohibits future residential use or other public use of the site. KDHE will conduct ongoing monitoring and inspect the property every five years. The City must provide written notice to KDHE before any transfer of the property or any change in land use. The Agreement will be recorded with the Lyon County Register of Deeds and will run with the land, binding future owners.

#### **Financial considerations:**

Escrow funds provided by Smoots Enterprises II, LLC will be used to pay KDHE \$9,600 for future monitoring inspections.

#### **Recommended action:**

Approve the KDHE Environmental Use Control Agreement and authorize the Mayor to Sign

#### **Attachments:**

KDHE Environmental Use Control Agreement

Janet Stanek, Secretary

Laura Kelly, Governor

**FEDEX REQUESTED**

April 7, 2026

Trey Cocking  
City of Emporia  
111 East 6th Avenue  
Emporia, Kansas 66801

**RE: Environmental Use Control Application and Agreement Approval for:  
Fanestil Meats Site  
1542 Highway 99 South, Emporia, Lyon County, Kansas  
KDHE Project Code: C3-056-73721  
EUCA No.: 26-EUC-0003**

Dear Trey Cocking:

The Kansas Department of Health and Environment (KDHE) has reviewed and approved the Environmental Use Control application and proposed environmental use controls for the above-referenced Site.

Enclosed you will find the Environmental Use Control Agreement (Agreement) developed by KDHE. The Agreement represents the specific terms and conditions of the environmental use controls to be placed upon the property as requested in the application and deemed necessary by KDHE. Based upon the application and information from KDHE files, the property has been classified as a Category 2 property, which requires a one-time payment of \$9600 to fund the inspections and tracking costs associated with this property for the duration of the Agreement.

Please have the authorized representative for City of Emporia review and sign the Agreement with notarization of their signature if the terms and conditions are found to be acceptable. The original Agreement and Exhibit A must then be recorded in the office of the Register of Deeds for Lyon County, Kansas. Finally, a complete copy of the Agreement bearing the stamp of the Register of Deeds and requisite funding must be returned to KDHE.

Should you have any questions, please contact me by telephone at (785) 296-1666 or by e-mail at [Anser.Khan@ks.gov](mailto:Anser.Khan@ks.gov).

Sincerely,



Anser Khan  
Environmental Specialist  
Long Term Stewardship & Brownfields  
Bureau of Environmental Remediation  
Kansas Department of Health and Environment

Enclosures: Environmental Use Control Agreement (EUCA) 26-EUC-0003

cc: Dayton Allen → Anser Khan → (C3-056-73721) (1) (w/o enclosure)  
Sarah Green, KDHE/BER (w/o enclosure)

---

**DOCUMENT NUMBER: 26-EUC-0003**  
**PROJECT NUMBER: C3-056-73721**  
**PROPERTY CATEGORY: 2**

---

## **ENVIRONMENTAL USE CONTROL AGREEMENT**

**City of Emporia**, having a mailing address of 111 East 6<sup>th</sup> Avenue, PO Box 928, Emporia, Kansas 66801, hereinafter referred to as the “Owner”, is the owner of real property known as the Fanestil Meats Site, located at 1542 Highway 99 South, Emporia, Lyon County, Kansas, as shown on the map attached hereto and incorporated herein as Exhibit A, hereinafter referred to as the “Property”, and more particularly described by the following legal description:

**BEGINNING AT A POINT 629.43 FEET SOUTH OF THE CENTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS, THENCE SOUTH 76°30' EAST 639 FEET; THENCE NORTH 273.6 FEET TO THE CENTER OF THE COTTONWOOD RIVER; THENCE NORTHWESTERLY UP STREAM FOLLOWING THE CENTER OF SAID RIVER TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 22; THENCE SOUTH ON SAID CENTER LINE TO THE POINT OF BEGINNING.**

And which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as “KDHE”, to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 65-1,221 *et seq.*

KDHE has approved the Owner’s application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

The conditions at the Property as of the date of KDHE’s approval of the application are as follows:

**The Property historically hosted the Fanestil Meats processing facility and associated industrial operations, including petroleum storage and equipment maintenance, which resulted in the release of petroleum hydrocarbons to subsurface soils. Environmental investigations identified petroleum-related contaminants, primarily medium-range and heavy-range total petroleum hydrocarbons (TPH-MRH and TPH-HRH), in subsurface soils at concentrations exceeding applicable KDHE Risk-Based Standards. The remaining contamination at the Property will be managed through institutional controls to limit exposure to impacted soils. Groundwater has not shown petroleum-related compounds above applicable standards based on**

**DOCUMENT  
NUMBER: 26-EUC-0003**

**PROJECT  
NUMBER: C3-056-73721**

**PROPERTY  
CATEGORY: 2**

**available sampling data.**

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 65-1,227(b); and is enforceable by KDHE pursuant to K.S.A. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the applying Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Lyon County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

**RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:**

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park unless approved in writing by KDHE.
- B. The Owner shall not allow soils at the Property to be excavated or otherwise disturbed in any manner unless prior authorization is granted in writing by KDHE.
- C. The Owner shall inform contractors, lessees, easement holders, and/or other workers performing any excavation activities on the Property, prior to such activities, of the potential hazards associated with the direct contact and/or transport of any potentially contaminated material from the Property. Contractors, lessees, easement holders, and/or other workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.

---

**DOCUMENT**  
**NUMBER: 26-EUC-0003**

**PROJECT**  
**NUMBER: C3-056-73721**

**PROPERTY**  
**CATEGORY: 2**

---

**LOCAL ORDINANCES AND ZONING:**

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

**The Property is zoned Heavy Industrial by City of Emporia.**

The Owner shall provide notification to KDHE fifteen (15) calendar days prior to initiating re-zoning of the Property.

**ACCESS:**

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting protective structures and any other remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or
5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

**DURATION:**

The Owner hereby agrees that this Agreement extends in perpetuity unless and/or until removal following approval by KDHE pursuant to K.S.A. 65-1,227.

**INSPECTION REQUIREMENTS:**

KDHE shall visually inspect the Property once every five years. KDHE shall submit on a five year basis, a written report including information on the condition and current uses of the Property, inspection findings, photo documentation and any other information required to verify if the restrictions and terms of this Agreement are being fulfilled.

---

**DOCUMENT**  
**NUMBER: 26-EUC-0003**

**PROJECT**  
**NUMBER: C3-056-73721**

**PROPERTY**  
**CATEGORY: 2**

---

The Owner may submit and KDHE shall consider modifications of the frequency of inspection and reporting if warranted by technical data. Written approval from KDHE must be obtained for modification of frequency of inspection, reporting requirements or analytical methods throughout the duration of this Agreement.

**FUNDING:**

The Owner hereby agrees to submit to KDHE a one-time payment of \$9,600 to compensate KDHE for costs incurred to perform inspections, monitoring, and tracking of the terms and requirements of this Agreement. The Owner acknowledges that the funding requirement for this Agreement is based on the size of the Property, physical properties of residual contamination, types of protective structures at the Property, frequency of KDHE's anticipated inspections and anticipated inspection costs.

**OTHER TERMS AND CONDITIONS:**

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer.

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

The Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies within thirty (30) calendar days of real property conveyance.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 65-1,227(e).

This Agreement may be modified by mutual written agreement by the Owner and KDHE. The Owner shall record such amendment, modification, or termination with the Lyon County Register of Deeds, and within thirty (30) calendar days thereafter, shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

---

**DOCUMENT  
NUMBER: 26-EUC-0003**

**PROJECT  
NUMBER: C3-056-73721**

**PROPERTY  
CATEGORY: 2**

---

**ENFORCEABILITY:**

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 65-1,229, including:

- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

**EFFECTIVE DATE OF AGREEMENT:**

The Owner shall provide to KDHE a copy of this fully executed Agreement bearing the seal or notarization of the Register of Deeds in **Lyon County** and funding as determined by KDHE in accordance with K.S.A. 65-1,226.






Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.







Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

<b>Legend</b>  EUC Boundary (Approx.)  Local Roads 60 30 0 60 120 180 240  US Feet			SITE: <b>26-EUC-0003</b> <b>C3-056-73721</b> <b>Fanestil Meats</b> <b>Lyon County, Kansas</b>	
			TITLE: <b>EXHIBIT A</b>	
		PROJECT PHASE: Environmental Use Control	DATE: 3/23/2026	BASEMAP DATE: 2025
		DRAWN BY: AK	CHECKED BY: DA	DATE: 3/23/2026
		Sec. 22, T19S, R11E		



# Commission Action Report

Financials and Permits

**Title:** Financials and Permits  
**Agenda Date:** April 15, 2026  
**Presented By:** Trey Cocking, City Manager

---

**Background:**

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

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

Monthly Local Retail Sales Tax Receipts Update

	2025	2026	<b>Decrease of \$7,015.97</b> for the month, and Overall increase of 2.32% from year 2025.
	\$ 474,856.47	\$ 467,840.50	
<b>YTD</b>	<b>\$ 1,648,125.38</b>	<b>\$ 1,686,373.60</b>	

City Share from County Tax

	2024	2026	<b>Increase of \$3,020.59</b> for the month, and Overall increase of 5.47% from year 2025.
	\$ 245,278.98	\$ 248,299.57	
<b>YTD</b>	<b>\$ 842,817.02</b>	<b>\$ 891,539.71</b>	

**Building Permits issued from 3/1/2026 to 3/31/2026 for new construction, remodeling/repairs and demolition.**

Total number of building permits issued through Code Services:	51
Total valuations associated with those building permits:	\$ 6,926,405.68
Total number of dollars collected for Building Permit Fees:	\$ 6,895.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

**Flint Hills Mall CID for March 2026** \$ 10,159.50  
**YTD** \$ **46,630.71**

**Pavilions CID for March 2026** \$ 12,975.62  
**CID #2** \$ 12,975.62  
**YTD** \$ **129,054.88**

**Fairview Hotel CID for March 2026** \$ 5,416.36  
**YTD** \$ **16,593.95**

**West Plaza CID for March 2026** \$ 6,209.78  
**YTD** \$ **24,529.49**



DATE: April 10, 2026  
TO: City Commissioners  
FROM: Janet Harrouff  
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the three-month period ending March 31, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax 57% has been received to date.

Sales Tax is \$87,000 higher than 2025.

Franchise tax is \$32,000 lower than 2025.

Administration fees are \$70,000 lower than 2025.

Expense

Personnel Services is 6% more than 2025.

Maintenance and Repairs are down 47% from 2025.

Commodities are up 3% from 2025.

Other Charges are up 253% from 2025 due to annual dues.

Total revenues for the three-month period ending March 31, 2026, were \$9,720,355 and expenses were \$7,025,879. The unencumbered cash balance is \$9,403,914.

The **Water Fund** Income Statement for the three-month period ending March 31, 2026, has been reviewed and the significant budget variations have been explained below.

Revenue

Sale of Water is 3% higher than 2025 or \$67,000 more.

Service charges, which is activation and delinquency fees are 53% higher than 2025.

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

### Expense

Personnel Services is 24% higher than 2025 or \$79,000 higher.

Maintenance & Repair is 72% higher than 2025 or \$75,000 more.

Commodities is 49% higher than 2025 due to increase in chemical costs.

Total revenues for the three-month period ending March 31, 2026, were \$9,797,176 while expenses were \$11,086,830. The ending cash balance is negative \$792,952 due to encumbering most of the chemical costs for the year.

The **Wastewater Fund** Income Statement for the three-month period ending March 31, 2026, has been reviewed and the significant budget variations have been explained below.

### Revenue:

Sewer Charges are 9% higher than in 2025 which is \$173,000 more in revenue.

Extra Strength Surcharge is 63% higher than in 2025 which is \$27,000 more in revenue.

### Expenses

Personnel Services is 9% higher than in 2025.

Maintenance and repair are up 274% from 2025.

Contractual Services are up 70% from 2025.

Total revenues for the three-month period ending March 31, 2026, were \$2,011,55 and expenses were \$2,642,211. The cash balance is \$821,018.

The **Solid Waste Fund** Income Statement for the three-month period ending March 31, 2026, has been reviewed and the significant budget variations have been explained below.

### Revenue

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

Roll off containers are up 19%.

Landfill fees are up 12% than in 2025.

## Expenses

Personnel services are 4% lower than in 2025.

Maintenance and repair are 44% higher than in 2025.

Overall expenses are \$916,000 higher than in 2025.

Total revenues for the three-month period ending March 31, 2026, were \$1,644,652 and expenses were \$2,295,231. The cash balance is \$1,315,050.

**GENERAL FUND**

as of March 31, 2026

**GENERAL FUND**

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	6,741,570	4,993,036	6,741,570	6,761,145	
<b>REVENUE</b>					
Ad Valorem Property Tax	7,321,134	7,848,034	4,193,479	4,478,156	6.79%
Sales Tax	10,084,810	10,198,000	2,490,942	2,577,913	3.49%
Franchise Tax	2,812,655	2,957,500	826,094	793,191	-3.98%
Other Taxes	614,101	726,294	139,097	132,336	-4.86%
Intergovernmental Taxes	391,198	424,683	146,229	128,572	-12.07%
Licenses & Permits	237,010	248,250	62,250	47,613	-23.51%
Charges for Services	2,714,587	2,426,220	658,000	556,927	-15.36%
Fines & Fees	653,255	540,000	156,367	162,938	4.20%
Use of Property and Money	189,407	161,996	73,142	40,160	-45.09%
Interest Receivable	334,217	300,000	91,917	44,720	-51.35%
Reimbursements	9,349	4,100	181	3,534	1852.26%
Administrative Transfers	2,995,436	2,736,000	755,186	684,743	-9.33%
Misc Revenue	34,026	40,000	7,906	25,390	221.14%
Contributions	25,700		25,700	25,000	-2.72%
Operating Revenues	0	0	0	0	0.00%
Nonoperating Revenues	441,364	0	0	19,163	#DIV/0!
<b>TOTAL RECEIPTS</b>	<b>28,858,249</b>	<b>28,611,077</b>	<b>9,626,489</b>	<b>9,720,355</b>	<b>0.98%</b>
<b>EXPENDITURES</b>					
Personnel Services	18,728,367	19,392,234	4,346,714	4,602,767	5.89%
Maintenance & Repair	620,264	1,018,708	160,532	84,556	-47.33%
Commodities	1,890,769	2,178,595	565,301	586,356	3.72%
Other Charges	706,755	1,114,328	46,816	165,190	252.85%
Capital Outlay	189,348	441,000	0	9,700	#DIV/0!
Transfer to Economic Development	925,000	925,000	231,250	259,413	12.18%
Transfer to Multi Year Fund	3,462,388	3,550,000	842,817	891,540	5.78%
Transfer to Project accounts	8,460	0	0	0	0.00%
Transfer to Equipment Reserve	706,558	706,558	0	0	0.00%
Transfer to Special Street		376,389			
Utilities	543,567	659,250	130,988	135,934	3.78%
Communications	105,081	142,450	25,977	23,044	-11.29%
Training and Travel	190,598	238,045	59,130	40,354	-31.75%
Jail Expenses	56,400	87,500	10,900	9,550	-12.39%
Other Contractual	979,357	1,104,036	251,523	179,989	-28.44%
Excess Carryover		1,670,018			
Outstanding PO's	0	0	0	37,486	
<b>TOTAL EXPENDITURES</b>	<b>29,112,912</b>	<b>33,604,111</b>	<b>6,671,949</b>	<b>7,025,879</b>	<b>5.30%</b>
Revenue less expenses	(254,663)	(4,993,034)	2,954,540	2,694,475	
Cash Basis Adjustments/Non-appropri	274,238	0	(20,748)	(51,706)	
<b>Ending Cash Balance</b>	<b>6,761,145</b>	<b>2</b>	<b>9,675,362</b>	<b>9,403,914</b>	
Base for Reserve calculation	23,821,158	27,981,553	5,597,882	5,865,227	
15% Reserve	3,573,174	4,197,233	839,682	879,784	
Amount over 15% Reserve	3,187,971	(4,197,231)	8,835,680	8,524,130	
Percentage	28.38%	0.00%	172.84%	160.33%	

# GENERAL FUND

as of March 31, 2026

	2026	2025	2026	Change
	Budget	Jan - March Actual	Jan - March Actual	between 25 & 26
<b>EXPENDITURES</b>				
Administration	1,976,518.00	63,463.61	83,555.53	20,091.92
Commission/Manager/Clerk	1,085,861.28	329,149.02	260,338.33	(68,810.69)
Accounting/HR	658,240.76	110,406.10	148,708.74	38,302.64
IT	685,438.84	136,290.35	123,932.96	(12,357.39)
Communication	203,350.04	6,933.55	39,666.68	32,733.13
Police	6,233,795.20	1,329,889.66	1,424,598.05	94,708.39
Animal Control	268,107.00	70,326.66	85,001.14	14,674.48
Fire	3,778,576.08	800,087.04	814,760.10	14,673.06
EMS	4,493,323.58	823,267.41	819,958.16	(3,309.25)
Municipal Court	666,974.60	155,354.54	146,446.95	(8,907.59)
Engineering	822,355.72	148,167.38	182,791.39	34,624.01
Street - Snow Removal	163,000.00	60,408.58	22,552.03	(37,856.55)
Golf Course Maintenance	612,419.04	124,283.61	154,453.08	30,169.47
Golf Course Shop	544,628.02	153,171.98	136,467.10	(16,704.88)
Park	1,399,623.72	269,087.83	283,335.37	14,247.54
Disc Golf	95,623.02	665.39	4.25	(661.14)
Aquatic Center	265,000.00	4,401.16	1,489.43	(2,911.73)
Zoo	987,419.34	165,988.17	217,393.81	51,405.64
Civic Auditorium	915,202.80	223,720.40	217,401.30	(6,319.10)
Civic/Library	93,587.42	42,137.86	20,030.56	(22,107.30)
Civic/Grounds Maintenance	148,330.56	16,818.03	30,486.38	13,668.35
Civic/ Concessions	96,854.08	54,756.55	64,477.84	9,721.29
Building & Neighborhood Development	1,042,179.22	233,052.34	273,751.03	40,698.69
Shop	97,843.80	(24,086.21)	42,742.08	66,828.29
Street Lighting	322,176.00	80,591.47	53,914.27	(26,677.20)
Appropriations	88,000.00	53,844.39	66,796.18	12,951.79
Airport	992,688.56	163,132.15	120,261.24	(42,870.91)
Parking Facility	15,605.00	2,572.97	1,830.51	(742.46)
Sales Tax Transfer	4,851,389.00	1,074,067.01	1,122,789.70	48,722.69
<b>TOTAL EXPENDITURES</b>	<b>33,604,110.68</b>	<b>6,671,949.00</b>	<b>6,959,934.19</b>	<b>287,985.19</b>

City of Emporia, Kansas

# Multi Year Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	2,723,727.31	846,023.00	2,723,727.31	3,051,445.90	
<b>REVENUE</b>					
Sales Tax	3,462,387.81	3,550,000.00	842,817.02	891,539.71	5.78%
Reimbursement from state	-		-		
Miscellaneous				52,420.00	
Interest	125,803.28	50,000.00	18,301.17	18,003.21	-1.63%
<b>Total Revenue</b>	<b>3,588,191.09</b>	<b>3,600,000.00</b>	<b>861,118.19</b>	<b>961,962.92</b>	<b>11.71%</b>
<b>EXPENSES</b>					
Unspent expenses	(80,559.23)			(641,819.11)	
Maintenance & Repair	77,759.17	250,000.00	-	96.80	#DIV/0!
Other Charges	45,988.50		-	-	
Capital	585,893.75	1,588,000.00	14,203.65	254,126.86	1689.17%
Transfer Out	524,198.78	200,000.00	200,000.00	350,000.00	75.00%
Communications			-	-	#DIV/0!
Contractual Services	1,465,372.42	2,308,023.00	(255,844.90)	4,408.40	-101.72%
Outstanding PO's	641,819.11			393,939.75	
<b>Total Expenses</b>	<b>3,260,472.50</b>	<b>4,346,023.00</b>	<b>(41,641.25)</b>	<b>360,752.70</b>	<b>#DIV/0!</b>
<b>Ending Cash Balance</b>	<b>3,051,445.90</b>	<b>100,000.00</b>	<b>3,626,486.75</b>	<b>3,652,656.12</b>	<b>871,336.12</b>

# Insurance Reserve

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$699,713	\$0	\$699,713	\$723,916	
<b>REVENUE</b>					
Transfer from General	\$0	\$0	\$0	\$0	
Transfer from Int Improvem	\$0			\$0	
Insurance payment	\$0			\$0	
Interest	\$24,203	\$0	\$3,976	\$3,158	-20.55%
<b>TOTAL RECEIPTS</b>	\$24,203	\$0	\$3,976	\$3,158	-20.55%
<b>EXPENDITURES</b>					
Maintenance & Repair	\$0	\$0			
Misc Projects	\$0	\$0			
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$0	
<b>Ending Cash Balance</b>	<b>\$723,916</b>	<b>\$0</b>	<b>\$703,689</b>	<b>\$727,074</b>	

# Vacant Property Program

as of March 31, 2026

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

City of Emporia, Kansas

# Library Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Original Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$78	\$0	\$78	(\$1)	
<b>REVENUE</b>					
Ad Valorem Property Tax	\$1,168,931	\$1,220,721	\$674,816	\$697,336	3.34%
Other Taxes	\$99,227	\$99,241	\$18,971	\$17,513	-7.69%
<b>TOTAL RECEIPTS</b>	<u>\$1,268,158</u>	<u>\$1,319,962</u>	<u>\$693,787</u>	<u>\$714,849</u>	3.04%
<b>EXPENDITURES</b>					
Insurance Refund		\$0			
Misc Projects		\$0			
Appropriation	\$1,268,237	\$1,319,962	\$693,787	\$714,849	0.51%
<b>TOTAL EXPENDITURES</b>	<u>\$1,268,237</u>	<u>\$1,319,962</u>	<u>\$693,787</u>	<u>\$714,849</u>	
<b>Ending Cash Balance</b>	<b>(\$1)</b>	<b>\$0</b>	<b>\$78</b>	<b>(\$1)</b>	

# Transient Guest Tax

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$671,185	\$459,241	\$671,185	\$582,733	
<b>REVENUE</b>					
Transient Guest Tax	\$927,873	\$950,000	\$229,458	\$289,257	26.06%
Interest on Investment	\$25,023	\$15,000	\$4,536	\$3,881	-14.45%
Fence rental	\$0	\$0	\$0	\$0	
Miscellaneous	\$14,006		\$0	\$0	
Accounts Receivable - fence rental	\$0		\$0	\$0	
<b>TOTAL RECEIPTS</b>	<b>\$966,902</b>	<b>\$965,000</b>	<b>\$233,994</b>	<b>\$293,138</b>	<b>25.28%</b>
<b>EXPENDITURES</b>					
CVB Appropriation	\$480,000	\$485,000	\$0		#DIV/0!
Trusler Sports Complex		\$0			
City cost associated with events	\$40,000	\$40,000	\$0		
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	0.00%
Red Rock's Appropriation	\$10,000	\$10,000	\$0		#DIV/0!
ESU Welch Stadium	\$0	\$0	\$0		
Disc Golf Course Maintenance & Employee	\$100,000	\$100,000	\$0		#DIV/0!
Emporia Main Street	\$95,000	\$95,000	\$95,000	\$95,000	0.00%
Emporia Arts Council Support	\$60,000	\$60,000	\$0		#DIV/0!
Emporia Granda	\$0	\$0	\$0		#DIV/0!
Symphony in the Flint Hills		\$0			
Unbound Bike Event	\$20,000	\$20,000	\$0		
DDO	\$50,000	\$45,000	\$0		#DIV/0!
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		#DIV/0!
Immaginarium		\$30,000			
National Teachers Hall of Fame	\$10,000	\$10,000	\$0		
First Friday Art Walk'		\$20,000			
Lyon County Historical Society		\$30,000			
Discover Gravel LLC		\$30,000			
Emporia Recreation Commission		\$28,200		\$28,200	
Champion Landing Disc Golf Course					
Free for Kansas - Music event	\$20,000	\$25,000	\$0		
Dynamic Discs - course improvements	\$79,906		\$0		#DIV/0!
Hispanics of Today and Tommorrow	\$20,000	\$0	\$0		
Marketing money (Mainstreet & Visit Emporia)		\$0			
Miscellaneous	\$448	\$2,000	\$0	\$363	#DIV/0!
Special Projects		\$0	\$0		
Outstanding PO's	\$0			\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$1,055,354</b>	<b>\$1,080,200</b>	<b>\$145,000</b>	<b>\$173,563</b>	<b>19.70%</b>
<b>Ending Cash Balance</b>	<b>\$582,733</b>	<b>\$344,041</b>	<b>\$760,179</b>	<b>\$702,308</b>	
<b>Transient Guest Tax Receipts</b>					
	2022	2023	2024	2025	2026
1ST QUARTER-JANUARY	\$184,682.75	\$217,964.96	\$208,253.00	\$229,900.15	\$289,257.29
2ND QUARTER-APRIL	\$143,987.80	\$170,824.51	\$163,048.74	\$154,751.85	
3RD QUARTER-JULY	\$223,905.58	\$232,566.63	\$298,395.94	\$298,953.58	
4TH QUARTER-OCTOBER	\$219,288.14	\$230,393.63	\$262,929.27	\$244,267.67	
<b>TOTAL</b>	<b>\$771,864.27</b>	<b>\$851,749.73</b>	<b>\$932,626.95</b>	<b>\$927,873.25</b>	<b>\$289,257.29</b>

City of Emporia, Kansas

# Industrial Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	25,977	0	25,977	28,154	
<b>REVENUE</b>					
Ad Valorem Property Tax	1,146	0	660	0	-100.00%
Other Taxes	97		19	0	-100.00%
Interest on Investment	934	0	151	0	-100.00%
<b>TOTAL RECEIPTS</b>	<u>2,177</u>	<u>0</u>	<u>830</u>	<u>0</u>	<u>-100.00%</u>
<b>EXPENDITURES</b>					
Travel Expense & Miscellaneous	0	0	0		0
Other charges	0	0			0
Contractual Services	0	0			0
Transfer to Economic Dev Fund	0	0		28,154	(28,154)
<b>TOTAL EXPENDITURES</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>28,154</u>	<u>(28,154)</u>
<b>Ending Cash Balance</b>	<b>28,154</b>	<b>0</b>	<b>26,807</b>	<b>0</b>	

# Economic Sales Tax

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$1,045,887	\$1,132,193	\$1,045,887	\$908,071	
<b>Revenue:</b>					
Sales Tax Receipts	\$925,000	\$925,000	\$231,250	\$259,413	12.18%
Interest Income	\$25,821	\$22,000	\$5,207	\$3,838	-26.29%
Close out of Industrial fund	\$0	\$0	\$0	\$0	
RDA returned money	\$79,182		\$79,182	\$0	0.00%
<b>Total Revenue</b>	<b>\$1,030,003</b>	<b>\$947,000</b>	<b>\$315,639</b>	<b>\$263,251</b>	<b>-16.60%</b>
<b>Expense:</b>					
Appropriation to the RDA	\$386,192	\$400,000	\$96,548	\$0	-100.00%
Emporia Enterprises	\$0	\$0	\$0	\$0	
Main Street	\$45,000	\$45,000	\$45,000	\$45,000	0.00%
Land Purchase Bond Pmt	\$85,963	\$86,000	\$85,963	\$85,963	0.00%
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	0.00%
Nursing Education Classrc	\$0		\$0	\$71,375	#DIV/0!
VisionFirst Advisors	\$24,288		\$0	\$0	#DIV/0!
Miscellaneous	-\$3,154		\$0	\$11,295	#DIV/0!
Transfer to Krestsinger Proc	\$279,530			\$0	
Special Projects	\$0	\$0	\$0		
<b>Total Expenses</b>	<b>\$1,167,819</b>	<b>\$881,000</b>	<b>\$577,511</b>	<b>\$563,633</b>	<b>-2.40%</b>
<b>Ending Cash Balance</b>	<b>\$908,071</b>	<b>\$1,198,193</b>	<b>\$784,015</b>	<b>\$607,689</b>	

City of Emporia, Kansas

# Special Alcohol Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	122,643	117,603	122,643	108,353	
<b>REVENUE</b>					
Private Club Liquor Tax	101,301	105,000	26,397	25,879	-1.96%
Interest on Investment	3,809	2,500	663	451	-31.99%
<b>TOTAL RECEIPTS</b>	<b>105,110</b>	<b>107,500</b>	<b>27,060</b>	<b>26,330</b>	<b>-2.70%</b>
<b>EXPENDITURES</b>					
Appropriations	119,400	112,200	40,650	33,450	-17.71%
Special Projects		0	0	0	
<b>TOTAL EXPENDITURES</b>	<b>119,400</b>	<b>112,200</b>	<b>40,650</b>	<b>33,450</b>	<b>-17.71%</b>
<b>Ending Cash Balance</b>	<b>108,353</b>	<b>112,903</b>	<b>109,053</b>	<b>101,233</b>	

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

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

City of Emporia, Kansas

# Special Park Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$124,327	\$71,737	\$124,327	\$205,602	
<b>REVENUE</b>					
Private Club Liquor Tax	\$101,301	\$105,000	\$26,397	\$25,879	-1.96%
Interest on Investment	\$5,867	\$3,000	\$1,194	\$876	-26.65%
<b>TOTAL RECEIPTS</b>	\$107,168	\$108,000	\$27,590	\$26,754	-3.03%
<b>EXPENDITURES</b>					
Capital Outlay	\$104,316	\$143,000	\$93,423	\$73,751	-21.06%
Municipal Band Allocation	\$15,000	\$15,000	\$0	\$0	#DIV/0!
Miscellaneous					
Commodities	\$0	\$0		\$0	
Contractual Services	\$0	\$0	\$0	\$0	
Other Charges					
Outstanding PO's	\$0			\$56,876	
Special Projects	-\$93,423		\$0		
<b>TOTAL EXPENDITURES</b>	\$25,893	\$158,000	\$93,423	\$130,628	39.82%
<b>Ending Cash Balance</b>	<b>\$205,602</b>	<b>\$21,737</b>	<b>\$58,495</b>	<b>\$101,728</b>	
<b>Receipts</b>					
	2022	2023	2024	2025	2026
1ST QUARTER - MARCH	\$23,976.10	\$25,545.75	\$26,804.32	\$26,397.00	\$0.00
2ND QUARTER - JUNE	\$22,129.19	\$26,129.11	\$26,489.57	\$24,503.17	\$0.00
3RD QUARTER - SEPTEMBER	\$28,544.72	\$31,037.26	\$29,035.43	\$29,099.85	\$0.00
4TH QUARTER - DECEMBER	\$25,393.46	\$27,455.86	\$25,793.55	\$21,301.00	\$0.00
<b>TOTAL</b>	\$100,043.47	\$110,167.98	\$108,122.87	\$101,301.02	\$0.00

# Special Street Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	188,562	103,825	188,562	73,004	
<b>REVENUE</b>					
Gasoline Tax	736,362	729,813	180,485	184,627	2.29%
Damages	17,596	5,000	6,271	4,217	-32.75%
Interest on Investment	7,657	5,000	1,939	647	-66.63%
Transfer of Funds	102,467	576,389	100,000	200,000	100.00%
Sale of Salvage	0	0	0	0	
Miscellaneous	0	0	0	0	
<b>TOTAL RECEIPTS</b>	<b>864,082</b>	<b>1,316,202</b>	<b>288,695</b>	<b>389,491</b>	<b>34.91%</b>
<b>EXPENDITURES</b>					
Personnel Services	613,233	673,766	149,760	151,470	1.14%
Maintenance & Repair	115,107	151,722	6,703	38,690	477.20%
Commodities	118,280	154,450	34,810	23,236	-33.25%
Other Charges	53,806	58,530	14,126	2,436	-82.75%
Capital Outlay	0	25,000	0	0	
Transfer of Funds	33,109	34,000	0	0	
Utilities	4,284	31,450	2,686	1,978	-26.35%
Communications	3,320	2,700	712	1,815	155.00%
Training & Travel	14,484	13,500	5,937	941	-84.15%
Contractual Services	41,870	45,800	2,396	2,440	1.83%
Special Projects	0		0	0	
Outstanding PO's	0			33,626	
Audit Adjustments	(17,853)		(4,406)	1,428	
<b>TOTAL EXPENDITURES</b>	<b>979,640</b>	<b>1,190,918</b>	<b>212,724</b>	<b>258,060</b>	<b>21.31%</b>
Net Change in Cash	(115,558)	125,284	75,971	131,432	
<b>Ending Cash Balance</b>	<b>73,004</b>	<b>229,109</b>	<b>264,533</b>	<b>204,436</b>	
<b>Receipts</b>					
	2022	2023	2024	2025	2026
1st Quarter - Jan Payment	\$167,557.74	\$167,412.68	\$159,680.00	\$180,485.00	\$164,859.00
2nd Quarter - April Payment	\$157,106.42	\$149,529.56	\$151,744.49	\$129,635.50	\$0.00
3rd Quarter - July Payment	\$166,060.14	\$166,505.96	\$174,865.61	\$171,627.10	\$0.00
4th Quarter - Oct Payment	\$165,112.70	\$164,909.80	\$166,786.70	\$173,983.16	\$0.00
<b>Total</b>	<b>\$655,837.00</b>	<b>\$648,358.00</b>	<b>\$653,076.80</b>	<b>\$655,730.76</b>	<b>\$164,859.00</b>

Capital Item	Budget Amount	Purchase Price
--------------	---------------	----------------

City of Emporia, Kansas

# Drug Forfeiture Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$65,741	\$67,741	\$35,885	\$60,620	
<b>REVENUE</b>					
Receipts from Drug Forfeitures	-\$2,110	\$5,000	\$4,850	\$11,956	146.53%
Interest on Investment	\$2,280	\$2,000	\$392	\$283	-27.70%
Miscellaneous					
<b>TOTAL RECEIPTS</b>	<u>\$170</u>	<u>\$7,000</u>	<u>\$5,242</u>	<u>\$12,239</u>	<u>133.50%</u>
<b>EXPENDITURES</b>					
Commodities	\$1,218	\$5,000	\$0	\$0	#DIV/0!
Capital Outlay		\$0	\$0	\$0	
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$2,172		\$0	\$0	
Transfer of funds					
Other Contractual	\$1,901	\$0	\$0	\$2,062	
Travel & Training					
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's				\$0	
Special Projects		\$0	\$0		
<b>TOTAL EXPENDITURES</b>	<u>\$5,291</u>	<u>\$5,000</u>	<u>\$0</u>	<u>\$2,062</u>	<u>#DIV/0!</u>
<b>Ending Cash Balance</b>	<b>\$60,620</b>	<b>\$69,741</b>	<b>\$41,127</b>	<b>\$70,797</b>	

City of Emporia, Kansas

# Storm Water

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$139,005	\$151,446	\$139,005	\$167,407	
<b>REVENUE</b>					
Storm Water Fee		\$250,000	\$0	\$44,528	#DIV/0!
Transfer from Multi Year	\$150,000	\$150,000	\$100,000	\$150,000	50.00%
Interest on Investment	\$7,734	\$13,000	\$1,110	\$840	-24.26%
Sale of Bonds		\$5,600,000	\$0		
Miscellaneous				\$0	
<b>TOTAL RECEIPTS</b>	<b>\$157,734</b>	<b>\$6,013,000</b>	<b>\$101,110</b>	<b>\$195,368</b>	<b>#DIV/0!</b>
<b>EXPENDITURES</b>					
Maintenance of Storm Sewer	\$28,524	\$0	\$0	\$2,149	#DIV/0!
Commodities	\$0	\$0	\$0	\$0	#DIV/0!
Capital Outlay	\$0	\$565,000	\$0	\$0	#DIV/0!
Communications	\$0	\$0	\$0	\$0	#DIV/0!
Other Charges	\$0		\$0	\$0	
Transfer of funds	\$0		\$0	\$0	
Other Contractual	\$100,808	\$0	\$0	\$35,825	#DIV/0!
Travel & Training					
Outstanding PO's				\$107,475	
Special Projects		\$0	\$0	\$8,843	
<b>TOTAL EXPENDITURES</b>	<b>\$129,332</b>	<b>\$565,000</b>	<b>\$0</b>	<b>\$154,292</b>	<b>#DIV/0!</b>
<b>Ending Cash Balance</b>	<b>\$167,407</b>	<b>\$5,599,446</b>	<b>\$240,115</b>	<b>\$208,483</b>	

City of Emporia, Kansas

# Land Bank

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$133,963	\$0	\$133,963	\$114,120	
<b>REVENUE</b>					
Transfer from Multi Year	\$0	\$0	\$0	\$0	
Interest on Investment	\$4,331	\$0	\$761	\$498	-34.59%
Sale of Property	\$0			\$0	
<b>TOTAL RECEIPTS</b>	\$4,331	\$0	\$761	\$498	-34.59%
<b>EXPENDITURES</b>					
Commodities	\$0	\$0	\$0	\$0	
Capital Outlay	\$658	\$0	\$0	\$0	
Communications	\$40	\$0	\$0	\$14	
Other Charges	\$23,476	\$0	\$11	\$0	-100.00%
Purchase of Property	\$0	\$0	\$0	\$0	
Other Contractual Services		\$0	\$0	\$0	
Maintenance & Repair	\$0	\$0	\$0	\$0	
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
<b>TOTAL EXPENDITURES</b>	\$24,174	\$0	\$11	\$14	
<b>Ending Cash Balance</b>	<b>\$114,120</b>	<b>\$0</b>	<b>\$134,713</b>	<b>\$114,604</b>	

City of Emporia, Kansas

# Bond & Interest Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$3,958,724	\$5,476,243	\$2,358,480	\$5,581,482	\$0
<b>REVENUE</b>					
Ad Valorem Property Tax	\$2,108,140	\$2,184,253	\$1,215,458	\$1,241,180	102.12%
Other Taxes	\$228,031	\$203,634	\$56,426	\$51,547	91.35%
Interest on Investment	\$191,374	\$130,000	\$29,537	\$29,119	98.58%
Recreation Center - Fitness Room	\$49,440	\$0	\$85,965	\$0	0.00%
Industrial Land Payment - Ind Sales Tax	\$95,650	\$96,763	\$0	\$0	#DIV/0!
Sale of Bonds	\$12,210,000	\$0	\$0	\$12,210,000	
RHID Krestinger Tax Payment	\$2	\$0	\$0	\$9	
RHID Mehtroplois Tax Payment	\$0	\$0	\$0	\$1,143	
Miscellaneous	\$221	\$0	\$0	\$0	
Transfer of Funds from Project Accounts	\$0	\$0	\$0	\$85,963	
<b>TOTAL RECEIPTS</b>	<b>\$14,882,858</b>	<b>\$2,614,650</b>	<b>\$1,387,387</b>	<b>\$13,618,961</b>	<b>981.63%</b>
<b>EXPENDITURES</b>					
Bond Payment	\$1,050,100	\$2,185,716	\$97,550	\$630,389	646.22%
Transfer of funds	\$12,210,000			\$12,210,000	
Misc projects			\$0		
<b>TOTAL EXPENDITURES</b>	<b>\$13,260,100</b>	<b>\$2,185,716</b>	<b>\$97,550</b>	<b>\$12,840,389</b>	
<b>Ending Cash Balance</b>	<b>\$5,581,482</b>	<b>\$5,905,177</b>	<b>\$3,648,317</b>	<b>\$6,360,054</b>	

# Equipment Reserve Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>Beginning Cash Balance</b>	\$249,176	\$0	\$249,176	\$276,935	
<b>REVENUE</b>					
Transfer from other funds	\$739,667			\$0	-
Interest on Investment	\$13,633		\$832	\$682	-17.95%
Sale of Vehicles	\$31,600		\$0	\$0	#DIV/0!
<b>TOTAL RECEIPTS</b>	\$784,900	\$0	\$832	\$682	-17.95%
<b>EXPENDITURES</b>					
Leasing Payment	\$757,141		\$193,485	\$202,215	4.51%
Capital Outlay	\$0		\$0	\$0	
Special Projects					
<b>TOTAL EXPENDITURES</b>	\$757,141	\$0	\$193,485	\$202,215	
<b>Ending Cash Balance</b>	<b>\$276,935</b>	<b>\$0</b>	<b>\$56,523</b>	<b>\$75,402</b>	

City of Emporia, Kansas  
**Water Fund**

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	10,000	758,314	830,592	496,701	
<b>REVENUE</b>					
Sale of Water	9,569,050	11,200,000	2,235,445	2,302,850	3.02%
Service Charge	91,121	95,000	19,418	29,847	53.71%
Penalties	122,732	80,000	27,707	34,207	23.46%
Sale of Salvage	0	0	0		
Reimbursed Expense	0	20,000	0	400	#DIV/0!
Interest on Investment	28,160	20,000	4,006	4,460	11.33%
Sale of Bonds	0	0	0	0	
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0.00%
Trf from Project fund	4,321,335	0	0	0	
Non Operating Revenue	0	0	0	7,074,707	
Miscellaneous	22,665	2,100	0	705	#DIV/0!
<b>TOTAL RECEIPTS</b>	14,505,063	11,767,100	2,636,577	9,797,176	271.59%
<b>EXPENDITURES</b>					
Personnel Services	1,463,421	1,584,076	321,226	400,354	24.63%
Maintenance & Repair	866,438	1,203,550	104,163	179,224	72.06%
Commodities	2,299,182	2,165,850	432,458	644,506	49.03%
Other Charges	256,352	316,450	35,963	31,391	-12.71%
Industrial Discout	202,719	350,000	80,307	0	-100.00%
Capital Outlay	117,955	318,000	111,655	0	
Debt Payment	1,834,690	1,923,869	283,768	298,607	5.23%
Stock	0	5,000	0	0	#DIV/0!
Transfer to Project Account	3,688,238	0	0	7,074,707	#DIV/0!
Utilities	531,651	594,600	142,027	101,713	-28.38%
Communications	26,416	40,400	5,835	6,625	13.55%
Travel & Training	26,267	20,200	10,765	4,845	-55.00%
Contractual Services	1,155,267	1,250,300	709,622	826,015	16.40%
Administrative Fee 16%	1,405,680	1,120,000	361,114	280,000	-22.46%
Excess Carryover		0	0		
Change in Liabilities	124,730	0	0	(130,966)	
Outstanding PO's	19,356		0	1,369,808	
<b>TOTAL EXPENDITURES</b>	14,018,362	10,892,295	2,598,902	11,086,830	326.60%
<b>NET CHANGE IN CASH</b>	486,701	874,805	37,674	(1,289,653)	-3523.16%
<b>ENDING CASH BALANCE</b>	<b>496,701</b>	<b>1,633,119</b>	<b>868,266</b>	<b>(792,952)</b>	
Principal Bond Payments	(1,415,000)	(1,370,000)	(1,415,000)	(1,370,000)	
Depreciation	1,456,758	1,550,000	129,166	0	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
<b>ADJUSTMENTS</b>	<b>(3,838,030)</b>	<b>(815,000)</b>	<b>(1,285,834)</b>	<b>(1,370,000)</b>	
Base for reserve calculation	10,212,169	10,574,295	2,487,248	4,012,123	
20% reserve amount	2,042,434	2,114,859	497,450	802,425	
Amount over 20% reserve	(1,545,733)	(481,740)	370,817	(1,595,377)	
Percent	4.86%	15.44%	34.91%	-19.76%	

# Wastewater Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	640,981	1,321,734	1,029,532	1,452,174	
<b>REVENUE</b>					
Sales/Charges	7,124,223	8,140,000	1,759,555	1,933,494	9.89%
Extra Strength Surcharge	276,057	162,500	43,033	70,298	63.36%
Interest on Investment	45,078	20,000	8,242	5,962	-27.66%
New System taps	3,400	1,000	600	0	-100.00%
Loss on sales of assets	0			0	
Grant money	0	0	0	0	
Sale of Bonds	0	0	0	0	
Non Operating Revenue	283,352		0	0	
Miscellaneous	9,585	1,000	460	1,300	182.61%
<b>TOTAL RECEIPTS</b>	<b>7,741,695</b>	<b>8,324,500</b>	<b>1,811,889</b>	<b>2,011,055</b>	<b>10.99%</b>
<b>EXPENDITURES</b>					
Personnel Services	1,492,043	1,502,707	315,574	346,693	9.86%
Maintenance & Repair	539,211	546,500	9,657	36,113	273.96%
Commodities	387,750	579,750	64,187	109,206	70.14%
Other Charges	165,926	212,865	15,355	17,196	11.99%
Capital Outlay	6,300	1,178,000	0	0	#DIV/0!
Debt Payment	2,767,241	2,758,691	408,184	1,163,346	185.00%
Transfer to Project fund	0	0	0	400,000	#DIV/0!
Utilities	824,756	675,500	189,329	230,547	21.77%
Communications	23,260	30,300	5,348	6,122	14.46%
Travel & Training	16,280	16,000	6,013	792	-86.83%
Contractual Services	462,360	237,050	43,916	44,000	0.19%
Administrative Fee flat	610,000	610,000	152,500	152,500	0.00%
Excess Carryover		0	0		
Change in Liabilities	(364,625)	0		(317)	
Outstanding PO's				136,016	
<b>TOTAL EXPENDITURES</b>	<b>6,930,502</b>	<b>8,347,363</b>	<b>1,210,064</b>	<b>2,642,211</b>	<b>118.35%</b>
<b>NET CHANGE IN CASH</b>	<b>811,193</b>	<b>(22,863)</b>	<b>601,825</b>	<b>(631,157)</b>	
<b>ENDING CASH BALANCE</b>	<b>1,452,174</b>	<b>1,298,871</b>	<b>1,631,357</b>	<b>821,018</b>	
<hr/>					
Depreciation	2,096,619	2,125,205	177,099	0	
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,285,730)	(2,211,279)	
Capitalized Assets	(3,169,496)	(405,000)	0	0	
Change in Liabilities		0			
<b>ADJUSTMENTS</b>	<b>(3,358,607)</b>	<b>(491,074)</b>	<b>(2,108,631)</b>	<b>(2,211,279)</b>	
Base for reserve calculation	6,924,202	7,169,363	1,210,064	2,242,211	
20% Cash Reserve amount	1,384,840	1,433,873	242,013	448,442	
Amount over 20% Cash Reserve	67,334	(135,002)	1,389,345	372,575	
Percentage	20.97%	18.12%	134.82%	36.62%	

# Solid Waste Fund

as of March 31, 2026

	Preceding Year 2025 (Actual)	2026 Budget	2025 Jan - March Actual	2026 Jan - March Actual	Change between 25 & 26
<b>BEGINNING CASH</b>	2,528,037	733,639	3,388,241	1,965,630	
<b>REVENUE</b>					
Refuse Collection Fees	3,315,313	3,520,000	818,754	910,464	11.20%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	74,105	70,000	16,669	9,584	-42.51%
Resale of Recyclables	102,845	90,000	23,366	17,886	-23.45%
Box Container Fees	1,919,089	2,220,000	471,873	564,965	19.73%
Landfill Fees	574,261	849,000	125,161	140,445	12.21%
Transfers	16,387	0	0	0	
Miscellaneous	7,812	4,800	1	1,309	130753.00%
<b>TOTAL RECEIPTS</b>	<b>6,009,812</b>	<b>6,753,800</b>	<b>1,455,824</b>	<b>1,644,652</b>	<b>12.97%</b>
<b>EXPENDITURES</b>					
Personnel Services	2,670,130	2,791,045	637,061	611,245	-4.05%
Maintenance & Repair	315,294	318,000	30,148	43,460	44.16%
Commodities	445,883	542,300	75,660	106,051	40.17%
Other Charges	189,458	403,900	42,826	10,522	-75.43%
Industrial Discount	140,820		32,883	47,113	43.28%
Capital Outlay	320,359	100,000	0	68,500	
Utilities	57,645	80,000	19,965	14,415	-27.80%
Communications	37,477	52,400	7,424	7,934	6.88%
Transfer to project			0	0	
Travel & Training	6,395	8,750	1,104	95	-91.35%
Contractual Services	1,926,987	1,943,440	304,844	445,268	46.06%
Administrative Fee 16%	924,880	990,000	226,526	232,360	2.58%
Excess Carryover	0	0	0	0	
Change in Liabilities	(463,109)	0	0	45,084	
Outstanding PO's	0		0	663,183	
<b>TOTAL EXPENDITURES</b>	<b>6,572,219</b>	<b>7,229,835</b>	<b>1,378,441</b>	<b>2,295,231</b>	<b>66.51%</b>
<b>NET CHANGE IN CASH</b>	<b>(562,407)</b>	<b>(476,035)</b>	<b>77,384</b>	<b>(650,580)</b>	
<b>ENDING CASH BALANCE</b>	<b>1,965,630</b>	<b>257,604</b>	<b>3,465,625</b>	<b>1,315,050</b>	
<b>ADJUSTMENTS</b>					
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	37,082	0	
Capitalized Assets	(459,572)	(655,000)	0	0	
Change in Liabilities		0			
<b>ADJUSTMENTS</b>	<b>(65,274)</b>	<b>(200,000)</b>	<b>37,082</b>	<b>0</b>	
Base for reserve calculation	6,251,860	7,129,835	1,378,441	2,226,731	
20% cash reserve amount	1,250,372	1,425,967	275,688	445,346	
Amount over 20% Cash Reserv	715,258	(1,168,363)	3,189,937	869,704	
Percentage	31.44%	3.61%	251.42%	59.06%	

CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of March 31, 2026  
 EXPENSES FOR GENERAL FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						8,552,422	8,569,402	
GENERAL FUND ADMINISTRATION	1,976,518.00	83,555.53	1,892,962	4%	6.92%	591,735	592,910	509,354
COMMISSION/MANAGER/CLERK	1,085,861.28	260,338.33	825,523	24%	3.80%	325,088	325,733	65,395
FINANCE/HUMAN RESOURCES	658,240.76	148,708.74	509,532	23%	2.30%	197,066	197,457	48,748
INFORMATION SYSTEMS	685,438.84	123,932.96	561,506	18%	2.40%	205,208	205,616	81,683
COMMUNICATION	203,350.04	39,666.68	163,683	20%	0.71%	60,879	61,000	21,334
POLICE PROTECTION	6,233,795.20	1,424,598.05	4,809,197	23%	21.82%	1,866,289	1,869,994	445,396
ANIMAL CONTROL	268,107.00	85,001.14	183,106	32%	0.94%	80,267	80,426	(4,575)
FIRE PROTECTION	3,778,576.08	814,760.10	2,963,816	22%	13.23%	1,131,239	1,133,485	318,725
AMBULANCE SERVICE	4,493,323.58	819,958.16	3,673,365	18%	15.73%	1,345,222	1,347,893	527,935
COURT SERVICES	666,974.60	146,446.95	520,528	22%	2.33%	199,680	200,077	53,630
ENGINEERING	822,355.72	182,791.39	639,564	22%	2.88%	246,199	246,688	63,896
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	163,000.00	22,552.03	140,448	14%	0.57%	48,799	48,896	48,896
GOLF COURSE MAINTENANCE	612,419.04	154,453.08	457,966	25%	2.14%	183,348	183,712	161,160
GOLF SHOP	544,628.02	136,467.10	408,161	25%	1.91%	163,052	163,376	8,923
PARK	1,399,623.72	283,335.37	1,116,288	20%	4.90%	419,023	419,855	283,388
DISC GOLF	95,623.02	4.25	95,619	0%	0.33%	28,628	28,685	(254,651)
AQUATIC CENTER	265,000.00	1,489.43	263,511	1%	0.93%	79,336	79,494	(203,842)
ZOO	987,419.34	217,393.81	770,026	22%	3.46%	295,616	296,203	296,199
CIVIC BUILDING OPERATIONS	915,202.80	217,401.30	697,802	24%	3.20%	273,996	274,540	273,050
LIBRARY MAINTENANCE	93,587.42	20,030.56	73,557	21%	0.33%	28,018	28,074	(189,320)
GROUNDS MAINTENANCE	148,330.56	30,486.38	117,844	21%	0.52%	0	44,496	(172,906)
CONCESSION STAND	96,854.08	64,477.84	32,376	67%	0.34%	28,996	29,054	9,023
CODE SERVICES	1,042,179.22	273,751.03	768,428	26%	3.65%	312,010	312,630	38,879
SHOP MAINTENANCE	97,843.80	42,742.08	55,102	44%	0.34%	29,293	29,351	(1,136)
STREET LIGHTING	322,176.00	53,914.27	268,262	17%	1.13%	96,454	96,645	32,168
MISC APPROPRIATIONS	88,000.00	67,092.16	20,908	76%	0.31%	26,346	26,398	(16,344)
AIRPORT	992,688.56	120,261.24	872,427	12%	3.47%	297,194	297,784	230,691
PARKING FACILITY	15,605.00	1,830.51	13,774	12%	0.05%	4,672	4,681	(115,580)
TRANSERS	4,851,389.00	1,122,789.70	3,728,599	23%	16.98%	1,452,421	1,455,304	1,453,474
CONTINGENCY	0.00	0	0	#DIV/0!	0.00%	0	0	(1,122,790)
EXCESS CARRYOVER	0	0	0	0%				
GENERAL FUND	33,604,111	6,960,230	26,643,881	#DIV/0!	1	10,016,074	10,080,456	

28,566,878

CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of March 31, 2026  
 EXPENSES FOR WATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,567,156	336,301	4,230,855	7%
ADMINISTRATION	287,082	307,357.38	(20,275)	107%
WATER SERVICE	673,650	71,427.06	602,223	11%
WATER MAINTENANCE	1,602,929	7,388,768.64	(5,785,840)	461%
WATER PLANT	5,389,598	1,755,436.76	3,634,161	33%
WATER STOCK	5,000	0.00	5,000	0%
	<u>12,525,414</u>	<u>9,859,291</u>	<u>2,666,123</u>	<u>6</u>

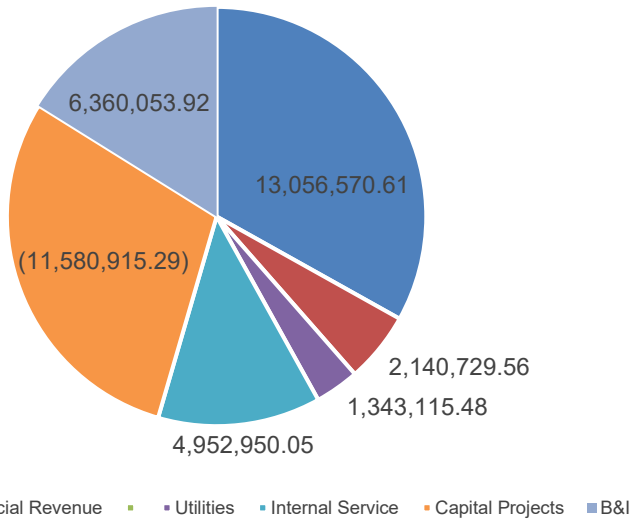
CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of March 31, 2026  
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	4,536,914	226,136	4,310,778	5%
ADMINISTRATION	774,348	394,500	379,848	51%
WASTEWATER SERVICE	230,840	36,807	194,033	16%
SEWER MAINTENANCE	1,595,092	629,347	965,745	39%
SEWER PLANT	2,509,041	576,401	1,932,641	23%
	<u>9,646,234</u>	<u>1,863,190</u>	<u>7,783,044</u>	<u>19%</u>

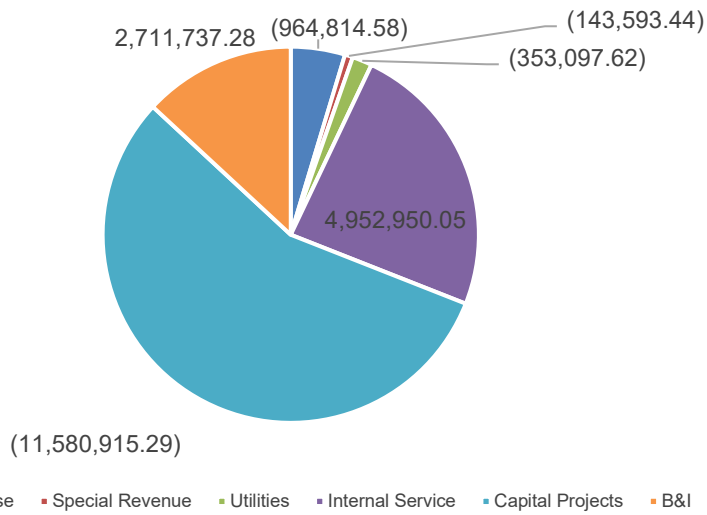
CITY OF EMPORIA  
 ACTUAL COMPARED TO BUDGET  
 as of March 31, 2026  
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2026 AMENDED BUDGET	2026 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,590,904	338,076	399,598	21%
COLLECTIONS	3,078,559	1,028,368	797,978	33%
TRANSFER STATION	2,062,323	716,853	535,461	35%
RECYCLING CENTER	<u>755,653</u>	<u>166,851</u>	<u>221,275</u>	<u>22%</u>
	<u>7,487,439</u>	<u>2,250,147</u>	<u>1,954,312</u>	<u>1</u>

### Unencumbered Cash



### Available Funds



**City of Emporia**  
**Unencumbered Cash Report**  
as of **March 31, 2026**

	<b>Amount</b>	<b>YTD Budget</b>	<b>Difference</b>	<b>Unencumbered Cash</b>		
101 General Fund	9,403,914.49	9,675,362.19	(271,447.70)	General Use	13,056,570.61	80.24%
102 Multi Year Fund	3,652,656.12	4,346,023.00	(693,366.88)	Special Revenue	2,140,729.56	13.16%
103 Insurance Reserve	727,074.46	703,688.65	23,385.81			
104 Vacant Property Program	7,559.00	-	7,559.00	Utilities	1,343,115.48	8.25%
201 Library Fund	(1.00)	-	(1.00)	Internal Service	4,952,950.05	30.44%
203 Transient Guest Tax Fund	702,307.53	760,179.27	(57,871.74)	Capital Projects	(11,580,915.29)	-71.17%
204 Industrial Fund	0.46	26,807.11	(26,806.65)	B&I	6,360,053.92	39.08%
205 Economic Sales Tax Fund	607,689.34	784,014.90	(176,325.56)		16,272,504.33	
206 Special Alcohol Fund	101,232.90	109,052.71	(7,819.81)			
207 Special Park & Recreation Fund	101,728.13	58,494.72	43,233.41	<b>Budget</b>		
208 Special Street Fund	204,435.79	264,533.16	(60,097.37)	General Use	(964,814.58)	
209 Drug Money Forfeitures Fund	70,797.42	41,126.63	29,670.79	Special Revenue	(143,593.44)	
210 Storm Water Fund	208,482.81	240,114.50	(31,631.69)	Utilities	(353,097.62)	
218 Emergency Shelter Grant Fund	-	-	-	Internal Service	4,952,950.05	
224 Fire Public Education	7,878.00		7,878.00	Capital Projects	(11,580,915.29)	
225 Police Grants Fund	(4,765.58)		(4,765.58)	B&I	2,711,737.28	
251 Emporia Homeowner Repair	(13,424.36)		(13,424.36)			
252 2014 Housing Rehab	1,543.08		1,543.08			
254 2020 CDBG Rehab Grant	1,173.19		1,173.19			
260 Land Bank	114,603.78		114,603.78			
301 Bond and Interest Fund	6,360,053.92	3,648,316.64	2,711,737.28			
305 Equipment Reserve Fund	276,935.01	56,523.01	220,412.00			
406 Internal Improvement Fund	3,062,876.21		3,062,876.21			
407 Rec Center Projects	-		-			
409 Water Treatment Plant Improvement	55,669.09		55,669.09			
413 Water Main Improvements	(5,828,726.60)		(5,828,726.60)			
415 Civic Auditorium Project Fund	266,959.54		266,959.54			
423 Airport Improvements Fund	(317,681.01)		(317,681.01)			
428 Park Improvements Fund	(544,404.75)		(544,404.75)			
441 Paving Projects Fund	(6,300,940.15)		(6,300,940.15)			
442 Construction Projects Fund	(5,791,045.31)		(5,791,045.31)			
444 Waste water Improvement	3,816,377.69		3,816,377.69			
501 Water Utility Fund	(792,952.38)	868,266.36	(1,595,376.89)			
502 Sewer Fund	821,017.71	1,631,357.44	372,575.42			
503 Solid Waste Fund	1,315,050.15	3,465,624.66	869,703.85			
601 Worker's Comp Fund	2,373,987.67		2,373,987.67			
602 Health Care Fund	2,578,962.38		2,578,962.38			
708 Fire Insurance Proceeds	37,048.07		37,048.07			
	<b>17,284,072.80</b>					

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, April 1, 2026, with Mayor Smith presiding and Commissioners Duncan, Harter, Ogle and Steinkuhler present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Representatives of SOS were in attendance to accept a proclamation declaring the month of April as “National Child Abuse and Neglect Prevention Month” in Emporia. They stated 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. Child abuse can have long-term psychological, emotional and physical effects that can have lifelong consequences for victims of abuse. 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. Working 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. They urged all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Mayor Smith then presented the proclamation.

Sarah Jensen, Deputy Director of Lyon County Emergency Communications Center, was in attendance to accept a proclamation declaring the week of April 12 through 18, 2026, as “National Public Safety Telecommunicators Week” in Emporia. 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. The safety of our deputies, police officers and firefighters are dependent upon the quality and accuracy of information obtained from citizens who telephone the Lyon County Emergency Communications Center. Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. Public Safety Telecommunicators of Lyon County Emergency Communications Center has contributed substantially to the apprehension of criminals, suppression of fire and treatment of

patients. Each Communication Officer has exhibited compassion, understanding and professionalism during the performance of their job in the past year and National Public Safety Telecommunicators Week honors the men and women whose diligence and professionalism keep our city and citizens safe.

Mayor Smith then presented the proclamation.

Representatives of the Emporia Public Library were in attendance to accept a proclamation declaring the week of April 19 through 25, 2026, as “National Library Week” in Emporia. They stated libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery. Libraries serve as community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment. Libraries provide free and equitable access to books, digital tools and programming, ensuring that all individuals have the support they need to learn, connect and thrive. Libraries nurture young minds through story times, STEAM programs and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime. Libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “Find Your Joy” and urged all residents of Emporia to visit our library, explore its resources, and celebrate all the ways that the library helps our community find joy.

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.

**FINANCE**  
**(2024 Government Finance Officers Association – GFOA)**  
**(Certificate of Achievement)**

Janet Harrouff, Director of Finance, was recognized and addressed the Governing Body. She stated 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 for the fiscal year ending December 31, 2024. The report is judged by an impartial panel to meet the high standards of the program, which clearly communicates 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. She stated this is the 40<sup>th</sup> consecutive year the City of Emporia has received the award from 1985 to 2024. Members of the Finance Department for the City of Emporia include Janet Harrouff, Director of Finance, Tess Shepherd, Accounting Clerk, and Chelsea Tyson, Accounting Clerk.

**PLANNING AND DEVELOPMENT**  
**(MAPC Excerpts of Regular Meeting Held 8-19-25)**  
**(Application No. 2025-09 – Request of Crosswinds at Flint Hills, LLC)**  
**(Final Planned Unit Development Overlay)**  
**(Property Located at 4500 W. 18<sup>th</sup> Avenue - Cedarbrook Meadows Addition)**

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 18<sup>th</sup> Ave. North of 18<sup>th</sup> 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 6<sup>th</sup> 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 18<sup>th</sup> 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.**

Justin Givens, Interim Director, Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the owner of the property located at 4500 W. 18<sup>th</sup> Avenue, Cedarbrook Meadows Addition, has requested the property be developed under a Planned Unit Development (PUD). The owners intend to develop a 38-acre tract of land for residential and commercial purposes. The PUD 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. An 8-acre portion of the property has been reserved for future commercial development. At their August 19, 2025, regular meeting, the Planning Commission voted unanimously to recommend approval of the Final Planned Unit Development Overlay for property located at 4500 W. 18<sup>th</sup> Avenue, Cedarbrook Meadows Addition. Staff recommend approval of the Final Planned Unit Development contingent upon approval of the final Development Agreement.

**PLANNING AND DEVELOPMENT**  
**(Application No. 2025-09 – Request of Crosswinds at Flint Hills, LLC)**  
**(Final Planned Unit Development Overlay)**  
**(Property Located at 4500 W. 18<sup>th</sup> Avenue – Cedarbrook Meadows Addition)**  
**(Ordinance Number 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, to which the City Clerk assigned Ordinance Number 26-08, was presented to the Governing Body for their consideration.

Commissioner Steinkuhler made a motion to approve Ordinance Number 26-08 approving the Final Planned Unit Development Overlay for property located at 4500 W. 18<sup>th</sup> Avenue contingent upon approval of a final Development Agreement. Commissioner Harter seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Duncan, aye; Commissioner Ogle, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT  
(MAPC Excerpts of Regular Meeting Held 8-19-25)  
(Application No. 2025-10 – Request of Crosswinds at Flint Hills, LLC)  
(Final Plat Cedarbrook Meadows Addition)**

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 18<sup>th</sup> Ave. North of W 18<sup>th</sup> 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 18<sup>th</sup> 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 18<sup>th</sup> Ave. for ingress and egress. A monument is provided for separation of vehicles entering and exiting the development at both locations.
  - 20<sup>th</sup> 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.

## 10. 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.**

Justin Givens, Interim Director, Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the owners of the property located at 4500 W. 18<sup>th</sup> Avenue and generally located in the northeast corner of Road G and W. 18<sup>th</sup> Avenue, have requested that a final plat be approved for their property. 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 front building setback line. An RHID was created to address the financing of the infrastructure improvements that the developer is responsible for. At their

August 19, 2025, regular meeting, the Planning Commission voted unanimously to recommend approval of the Final Plat for property located at 4500 W. 18<sup>th</sup> Avenue, Cedarbrook Meadows Addition.

Commissioner Ogle made a motion to approve the Final Plat for Cedarbrook Meadows Addition. Commissioner Harter seconded the motion.

Following further discussion Commissioner Harter withdrew his second.

Commissioner Steinkuhler made a motion to table this item to the April 15, 2026, Regular Commission Meeting. Commissioner Ogle seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Harter, aye; and Mayor Smith, aye.

**PLANNING AND DEVELOPMENT**  
**(Annex Property Located at 615 Overlander Road into City Limits)**  
**(Ordinance Number 26-07)**

AN ORDINANCE ANNEXING LAND TO THE CITY OF EMPORIA, KANSAS, to which the City Clerk assigned Ordinance Number 26-07, was presented to the Governing Body for their consideration.

Justin Givens, Interim Director, Building & Neighborhood Development, was recognized and addressed the Governing Body. He stated the City received a consent to annexation from the owner of the property located at 615 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 subject property has consented to the annexation. The property is within the natural growth area of the City and public infrastructure is readily available. The property will retain its zoning designation and will need to be rezoned to a City Zoning Parcel Type prior to additional development of the property. The owner has submitted a request for rezoning that will be considered by the Emporia Planning Commission on April 14, 2026. Kansas Annexation Law allows that when a property 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. Staff recommend approval of the ordinance annexing the property into city limits.

Commissioner Duncan made a motion to approve Ordinance Number 26-07 annexing land at 615 Overlander Road pursuant to K.S.A. 12-520. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Harter, aye; Commissioner Ogle, and Mayor Smith, aye.

**SOLID WASTE  
(Transfer Station)  
(2026 Spring Free Landfill Days)**

Tina Weeks, Solid Waste Manager, was recognized and addressed the Governing Body. She stated the 2026 Spring Free Landfill Days at the Transfer Station will be from April 25 through May 3, 2026. The Free Landfill Days program provides residents with convenient, no-cost access to proper waste disposal, supporting community cleanup efforts. The program reduces illegal dumping and helps residents maintain cleaner properties. The regulations for the event are as follows:

1. Residents of Lyon and Chase Counties will be limited to one (1) trip.
2. First 1,000 pounds will be free of charge. Additional materials over 1,000 pounds will be charged at the current normal rates.
3. April electric bill must be presented at the gate.
4. Vehicle size will be limited to passenger cars, light trucks weighing one ton or less or trailers.
5. Commercial or Industrial businesses are not eligible.
6. Disposal of tires and appliance refrigerant will be charged the normal rates.
7. All loads must be secured or covered to avoid penalty fees.

The event will be operated as in previous years, developed by the combined recommendations of management and transfer station staff. They stated staff recommend approval of the 2026 Spring Free Landfill days event to be held from April 25 through May 3, 2026.

Commissioner Steinkuhler made a motion to approve the 2026 Spring Landfill Days to be held from April 26, through May 3, 2026. Commissioner Ogle seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Ogle, aye; Commissioner Duncan, aye; Commissioner Harter, aye; and Mayor Smith, aye.

**Consent Agenda**

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

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

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)**

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 APRIL 15, 2026, MEETING.**

- Proclamation Recognizing National Small Business Week as May 3 - 9.
- Proclamation Recognizing Earth Day on April 22, 2026.
- Proclamation Recognizing April 26 as Arbor Day.
- Award Bid for Street Rehab.
- Accept Final Plat for Cedarbrook Meadows Addition.
- Accept Cedarbrook Meadows Addition Development Agreement.

#### **STUDY SESSION**

- Recommendation from MUPP Board for Comprehensive Bicycle & Pedestrian Plan.
- Discuss Becker Addition.

### **CITY COMMISSION (Governing Body Comment)**

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

Commissioner Harter made a motion to recess the meeting until 11:38 a.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:**

1. Discuss Street Storm sewer Collapse.
2. Discuss Evergy Franchise Agreement.
3. Strategic Direction – Session Three.
4. Appoint Interviewing Commissioners to the William Allen White Community Partnership Board.

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

---

Becky Smith, Mayor

ATTEST:

---

Kerry Sull, City Clerk



## Commission Action Report

Approve Request for Extension  
at 417 Commercial Street for CDBG Commercial Rehab Grant

**Title:** Approve Request for Extension at 417 Commercial Street for CDBG  
Commercial Rehab Grant

**Agenda Date:** April 15, 2026

**Presented By:** Mark Detter, Deputy City Manager

---

### **Background:**

The Department of Commerce Small Cities CDBG program requires requests for extensions on program milestones such as construction contracts.

### **Discussion:**

The proposed request for extension is for 30 days. The bids for contractors will be extended from April 3, 2026 to May 7<sup>th</sup>, 2026. Contracts are scheduled to be signed by May 31, 2026.

### **Financial considerations:**

All costs for the project are split between CDBG and property owner. The City incurs no costs on Commercial Rehabilitation projects.

### **Recommended action:**

Approve request for extension on construction contractors for Commercial Rehab project at 417 Commercial and authorize the Mayor to send letter to Department of Commerce requesting such extension.

### **Attachments:**

Letter from Mayor Smith



April 15, 2026

Tim Parks  
Kansas Department of Commerce  
Community Development Block Grant  
915 SW Harrison St. Ste. 250  
Topeka, KS 66612

RE: CDBG Emporia Commercial Rehabilitation  
24-CR-006 Bid Time Extension Request  
417 Commercial Street

Dear Mr. Parks,

The City of Emporia respectfully requests a **30-day extension** of the construction contract execution deadline for the above-referenced project.

This request is necessary due to delays associated with coordination of historic review requirements through the Kansas State Historic Preservation Office (KSHS) and the integration of project elements associated with historic tax credit financing. These items required additional time to complete and resulted in a delay in finalizing design and obtaining approval. More specifically, the KSHS review and walkthrough process was significantly impacted by the duration of their review process.

The project is now moving forward. The City advertised for bids on **April 3, 2026**, with bids scheduled to be opened on **May 7, 2026**. Provided that adequate bids are received, the City Commission anticipates awarding the construction contract on **May 20, 2026**.

Based on this schedule, the City is requesting an extension of the contract execution deadline to **May 31, 2026**.

The City remains committed to the timely completion of this project and appreciates your consideration of this request.

Please contact me with any questions.  
Sincerely,

Becky Smith, Mayor  
City of Emporia, Kansas



## Commission Action Report

### Informational Items

**Title:** Informational Items  
**Agenda Date:** April 15, 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, May 6, 2026.

#### **Commission Meeting :**

- Proclamation Recognizing May 2025 Community Action Month-Colleen Smith, ECKAN
- Proclamation Recognizing May National Police Week
- Proclamation National Public Works Week
- Proclamation for Walk, Run & Bike Days
- Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds Series 2026
- Resolution Prescribing the Form and Details and Authorizing Sale and Delivery of General Obligation Bonds Series 2026
- Ordinance Rezoning Property Located at 615 Overlander from
- Rezoning of Lyon County Light Industrial to City of Emporia Light Industrial
- Ordinance Authorizing Conditional Use Permit at 615 Overlander for Technical School
- Ordinance Authorizing a Conditional Use Permit at 2606 W HWY 50 for Outdoor Recreational Vehicle Storage
- Award Safe Streets for All Project
- Resolution of Support for KDOT TA Project

#### **Study Session:**

- Discuss Solid Waste Management Plan



## Commission Action Report

Executive Session

**Title:** Executive Session

**Agenda Date:** April 15, 2026

---

**Recommended Action:**

Recess into executive session for 45 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately \_\_:\_\_\_\_ a.m./p.m.

Eric Paul  
1702 W. 13th Ave.  
Emporia, KS 66801

March 17th, 2026

Trey Cocking  
City Manager, Emporia, KS  
104 E 5th Street  
Emporia, KS 66801

Dear Mr. Cocking,

On behalf of the Joint Multi-Use Pathway Planning Board (MUPP), I am writing to recommend that the City consider issuing a Request for Proposals (RFP) for professional services to develop a comprehensive bicycle and pedestrian plan for Emporia.

The MUPP Board was established in 2016 by the Emporia City Commission and the Lyon County Board of County Commissioners to advocate for safe and convenient walking and biking facilities, to solicit public input, to prioritize projects, and to advise the City and County on bicycle and pedestrian related planning and design. The Board believes that a professionally developed, community-wide plan would significantly strengthen its ability to carry out these responsibilities in a coordinated and effective manner.

A comprehensive plan would provide a clear framework for prioritizing investments, engaging the public, guiding facility design, and aligning bicycle and pedestrian improvements with the City's broader transportation and land-use goals. It would also position the City and County to pursue state and federal funding opportunities in a more strategic and competitive way.

The Board recommends your consideration of issuing an RFP for this work and would welcome the opportunity to assist City staff in refining the scope or serving in an advisory role consistent with the Board's mission.

Thank you for your time and continued support of efforts to improve safety, connectivity, and quality of life in Emporia.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Paul', written in a cursive style.

Eric Paul  
Chair, Multi-Use Path Planning Board

# The Case for a Comprehensive Walk/Bike Master Plan RFP

*Multi-Use Path Planning Board | Eric Paul, Chair*

# Emporia Already Has the Foundation — We Need the Roadmap

*Three documents point in the same direction.*

*A master plan connects them and turns policy into a project list.*

## Joint Comprehensive Plan (2017)

Calls for connected bikeways, sidewalks on both sides of arterials, and safe routes to schools. Action items documented. No implementation plan.

## Resolution 3618 (2019)

Committed city to safe routes to healthy food. Prioritizes low-income neighborhoods. Passed unanimously on MUPP recommendation.

## Safe Routes to School Plan (2024)

KDOT-funded. Identified specific gaps at all 8 schools. The City has applied for a KDOT TA grant in excess of \$1M to fund the most urgent SRTS recommendations — a master plan extends this work citywide.

**A master plan is the missing link that turns these commitments into action.**

# Why Now Is the Right Time

67%

## Caregivers want to walk & bike

Our 2024 SRTS Plan found 67% of caregivers currently drive kids to school — but walking and biking ranked #1 as their ideal mode. Infrastructure is the barrier.

LCAT

## Transit just got smaller

As of July 2025, LCAT's 20-stop fixed-route bus system was eliminated. On-demand only, 24-hr advance booking. When transit shrinks, sidewalks and bike lanes are THE transportation system for many people.

Street  
Repaving

## Windows close and don't reopen

When a street is repaved without a plan, the chance to add a bike lane or widen a sidewalk at minimal cost is gone — and the next opportunity may be a decade away.

# What a Master Plan Delivers

## Infrastructure Inventory

Maps every existing sidewalk and bike lane — and every gap

## Prioritized Project List

Ranks projects by need, cost, and impact

## Design Standards

Engineering guidance the city hands directly to contractors

## Funding Strategy

Identifies every applicable state and federal grant program

## Community Engagement

Documents public priorities and builds political support for implementation

## Adopted Policy Document

A long term reference the Commission can use for every future street decision

# Every Repaving Is an Opportunity — or a Missed One

When streets are improved **WITHOUT** a master plan in place:

## Without a Plan

- Improvements use existing configuration by default
- Opportunity to add bike lane at minimal incremental cost: missed
- Opportunity to widen sidewalk during curb work: missed
- **Once the window closes, it may not reopen for years**

## With a Plan

- Repaving triggers the planned improvement automatically
- Bike lane striping added during resurfacing is much less expensive
- Sidewalk gaps addressed during curb work at lowest possible cost
- **Every street project advances the network instead of resetting the clock**

***A master plan saves money by making every street dollar do double duty.***

# What Does This Cost?

Plan development cost  
for a city Emporia's size:

**\$75K–\$200K**

*For the complete planning document*

**Most or all of it can be grant-funded:**

- KDOT TA Non-Construction fund pays directly for planning work — applications accepted on recurring cycles
- Emporia's SRTS Plan was 100% grant-funded — the same model could apply here
- Additional health and community development grant programs are available to offset remaining costs

**Issuing the RFP costs nothing. It simply starts the clock on getting proposals and pursuing grant funding.**

- A master plan for \$75–200K generates the roadmap that makes every future infrastructure dollar go further
- The plan itself is the most cost-effective first step — it determines where to invest so nothing is wasted

# An Adopted Plan Unlocks Funding

*With a plan, every project is already evaluated, prioritized, and publicly vetted - opening up funding possibilities.*

## KDOT Transportation Alternatives (TA)

Up to \$30M statewide per cycle. Explicitly favors projects from adopted plans. Next call: 2028.

## KDOT Cost Share Program

Spring and fall calls. Flexible funding for safety, access, and mobility projects.

## KDWP Recreation Trail Program

Funds trail development and amenities — directly applicable to multi-use paths.

## KDHE Chronic Disease Risk Reduction Grants

Health funding for active transportation infrastructure. Aligns with Resolution 3618.

## Federal HSIP (Highway Safety)

KDOT's Vulnerable Road User Safety Assessment identified Emporia corridors as priority — HSIP funds follow adopted plans.

## Future Grant Opportunities

An adopted plan also positions Emporia for community development block grants and federal active transportation programs.

# Commission has already made the commitments.

-  Joint Comprehensive Plan
-  Resolution 3618
-  Safe Routes to School
-  Walk/Bike Master Plan

*A comprehensive walk/bike master plan is the logical next step - it's the roadmap that turns these commitments into action.*

## Our Cycling Legacy

Emporia has a long history with cycling; from the home of **UNBOUND Gravel**, to a founding team of **Kansas NICA youth cycling**, and decades of community trail building. We're ready to take the next step: building a **Bike Playground** that grows with our kids and strengthens Emporia's cycling culture.

---

### The Vision

A multi-phase bike park system built for all ages and abilities:

- **Phase 1 (2026): Pump Track and Bike Playground at Whittier Park**

A safe, fun loop for kids and families to ride built of dirt.

- **Phase 2 (2026–2027): Skills Park Expansion**

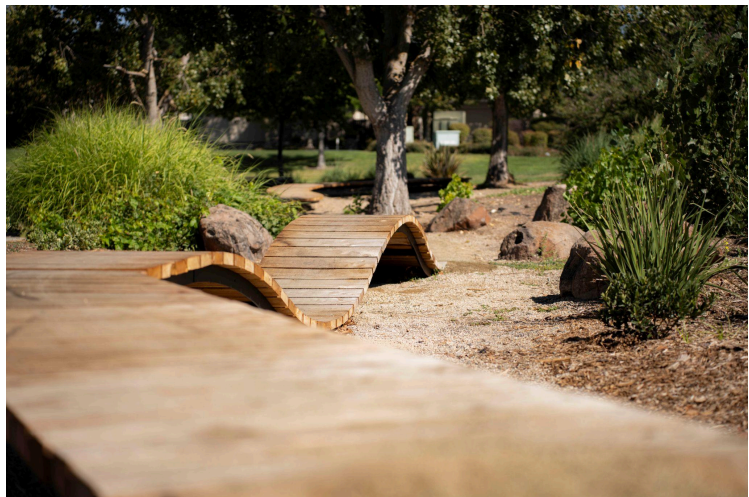
Pave the pump track and add features like rock gardens, and small jumps to help riders progress.

- **Phase 3 (2027–2028): Destination Bike Park at another City Park**

A regional destination with obstacles, jump lines, and gathering spaces.

- **Phase 4 (ongoing): Connectivity via Multiuse Paths/Cycling Paths**

Work with MUPP/City to improve our connectivity for cyclists throughout the city



### Why It Matters

- **Kids First:** Grow confidence, skills, and healthy habits for Emporia youth.
- **Families Together:** A safe, fun space for parents, kids, and friends to connect.
- **Community Pride:** Build on our identity as the **Gravel Capital of the World**.
- **Tourism & Economy:** Create a landmark that attracts riders and visitors year-round.



# Emporia Bike Playground & Park Proposal

## Introduction

Emporia has long been recognized as a cycling hub. From the ESU trails and Camp Alexander to being a founding City of the Kansas NICA youth league and the world's premier gravel event, UNBOUND Gravel, our community has embraced cycling as part of its culture and identity.

The **Emporia Bike Playground & Park Project** builds on this tradition by creating purpose-built cycling infrastructure that nurtures our greatest asset: **our youth**. By starting small and growing in phases, this project will provide a safe, progressive, and inclusive space for riders of all ages and abilities while strengthening Emporia's position as a cycling destination.

---

## Vision

A multi-phase bike park system that begins with an entry-level pump track and expands into a full-scale bike park, ultimately connecting via multi-use paths to other parks and community spaces.

- **Phase 1:** Bike Playground and Pump Track at Whittier Park (near the skate park)
- **Phase 2:** Expanded Skills Park with progressive features
- **Phase 3:** Destination Bike Park at Jones Park along the interstate

## Why Now

- **Youth Engagement:** The Emporia NICA team is growing rapidly, and additional facilities will help recruit, train, and retain young athletes.
- **Community Health:** Bike playgrounds encourage outdoor play, build confidence, and support healthier lifestyles.
- **Tourism & Economy:** As host to UNBOUND Gravel and other events, cycling infrastructure adds year-round value for residents and visitors.
- **Gathering Spaces:** Parks serve as community hubs, fostering friendships, inclusivity, and family connection—even for those who don't ride.

## Objectives

1. **Establish Stakeholders & Resources:** Engage city leaders, MUPP board, local schools, health organizations, and cycling advocates.
2. **Develop Infrastructure:** Provide entry-level and progressive riding spaces that grow with skill and confidence.
3. **Connectivity:** Plan for future multi-use paths to link bike parks across Emporia.
4. **Health & Wellness:** Partner with Lyon County initiatives to promote outdoor recreation and fitness.
5. **Future Growth:** Build stakeholder confidence in cycling's role in Emporia's culture and economy.

## Phased Timeline (3 Years)

### Phase 1: Pump Track and Bike Playground at Whittier Park

- **Timeline:** Break ground during UNBOUND Gravel Week (June 2026).
- **Features:** Modular or earthen pump track adjacent to skate park.
- **Goals:** Entry-level access point, visible location, family-friendly.
- **Funding:** \$40,000 has already been dedicated to the project by LifeTime Foundation.
- **Budget:** An initially estimated cost of \$400,000 to \$500,000 depending on size and scope.

### Phase 2: Skills Park Expansion

- **Timeline:** Fall 2026 – Summer 2027
- **Features:** Beginner-to-advanced progression lines including rollers, berms, rock gardens, log overs, and small jumps. Paving the pump track.
- **Goals:** Develop progression opportunities for youth and adult riders, create a training space for NICA athletes.

### Phase 3: Bike Playground at Jones or Hammond Park

- **Timeline:** 2027–2028
- **Features:** Large-scale bike park with tunnels, obstacle features, jump lines, and gathering areas located prominently along I-35.
- **Goals:** Establish Emporia as a regional destination for cycling families; provide a highly visible landmark for visitors.

# Working Subcommittees

To move the project forward, stakeholders will form **4 subcommittees**:

1. **Community & Stakeholder Engagement**
  - Partnerships with schools, health organizations, and local businesses
  - Public meetings and outreach
2. **Design & Infrastructure**
  - Work with professional bike park builders (e.g., Velosolutions, Progressive Bike Ramps)
  - Phase planning and feature design
3. **Funding & Sponsorship**
  - Grants, donations, sponsorships (e.g., Life Time Foundation, Merchant Cycles Youth Fund, local businesses)
  - Budget development and fundraising events
  - Review economic impact of cycling year-round
4. **Programming & Events** (optional)
  - Coordinate with NICA team, UNBOUND Gravel, and Local bike shops
  - Ongoing youth programming and clinics

## Community Impact

- **Youth Development:** Dedicated space for NICA athletes and young riders to grow skills.
- **Tourism Boost:** A bike playground connected to Emporia's gravel identity enhances our reputation as a cycling destination.
- **Health & Wellness:** Encourages outdoor activity for families, youth, and all ability levels.
- **Economic Growth:** Brings visitors, supports local businesses, and strengthens Emporia's national reputation in cycling.





**Title:** Electric Franchise Agreement Evergy

**Agenda Date:** April 15, 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.

**Discussion:**

The Commission requested that staff approach Evergy about a 6% Franchise Fee for a 10-year period with a 5-year reopener clause. Evergy has agreed to this request. The attached agreement has inserted a 6% franchise fee on gross receipts, a 10-year term, with a 5-year reopener.

**Financial Considerations:**

The current Electric Franchise Fee raises approximately \$2,000,000 a year that goes into the General Fund based at a 5% rate. A 1% increase in Franchise Fee would generate approximately \$400,000 or the equivalent of 1.5 to 1.75 mills.

**Attachments:**

Electric Franchise Agreement/Ordinance

**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 **six percent (6%)** 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:

\_\_\_\_\_

**Title:** Discuss Flint Hills Crossing City Street Lighting & Conduit Installation  
**Agenda Date:** April 15, 2026  
**Presented By:** Jim Ubert, City Engineer

---

**Background:**

The City entered into a Community Improvement District (CID) Development Agreement for Flint Hills Crossing on July 21, 2021 with the developers – JAL Holding 1, LLC and BERCA, LLC.

An allowance of \$155,000 for electrical, street lighting, gas and telecommunication extension improvements into the addition are included in the estimate dated June 3, 2021 from BG Consultants for the Phase One CID area of Flint Hills Crossing.

**Discussion:**

At the request of the developer, the proposed City street light poles selected are steel poles at an installed cost of \$5,451.00 each for a total of \$27,255.00 from Evergy. Additionally, City Engineering estimates 1,300 LF of conduit and pull rope will need to be installed at an estimated range of \$30k to \$40k. Evergy will connect the proposed street lights to an adjacent transformer on the Quik Trip site (see attached map).

The proposed street light poles are an approved type that will be maintained by Evergy along with the other street lights already in inventory throughout town.

If approved, City Engineering will:

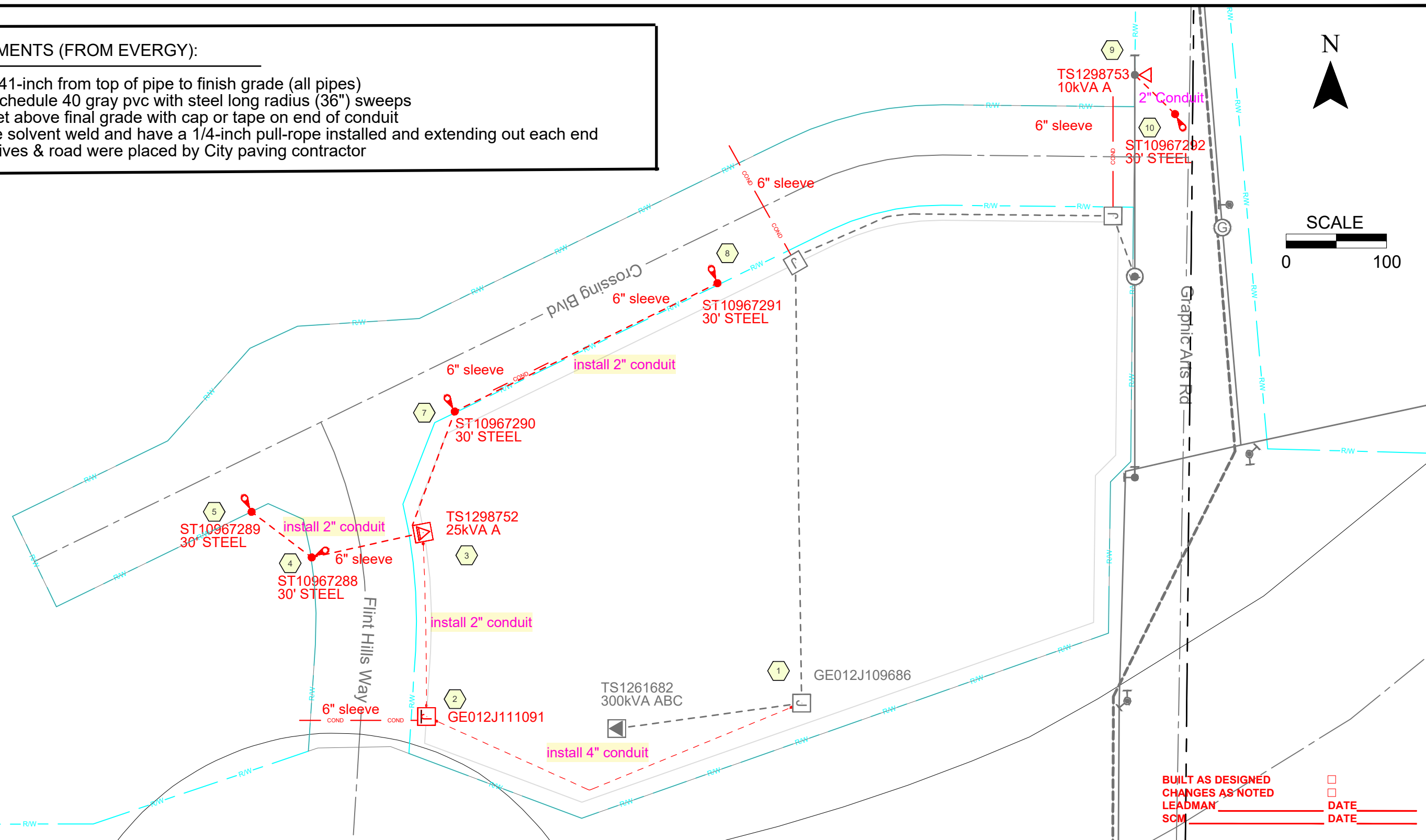
1. Bid out the trenching and conduit installation and bring said bids to the City Commission for award (unless it falls within the approval authority of the City Manager).
2. Notify Evergy to proceed with ordering the steel street light poles.

**Financial:**

The proposed electrical conduit and steel street light poles installation are eligible costs through the CID for the project.

**PROJECT REQUIREMENTS (FROM EVERGY):**

1. Min. depth of bury: 41-inch from top of pipe to finish grade (all pipes)
2. Conduit material: schedule 40 gray pvc with steel long radius (36") sweeps
3. Stub conduit 1-2 feet above final grade with cap or tape on end of conduit
4. All conduits shall be solvent weld and have a 1/4-inch pull-rope installed and extending out each end
5. 6" sleeves under drives & road were placed by City paving contractor



BUILT AS DESIGNED  
 CHANGES AS NOTED  
 LEADMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 SCM \_\_\_\_\_ DATE \_\_\_\_\_

DISCLAIMER AND COPYRIGHT NOTICE  
 The information contained on this drawing/map is used to locate, identify and/or inventory Evergy Inc. electrical facilities located on parcels of land in the Evergy Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the ONE-CALL system for purposes of digging and excavation. You must call ONE-CALL (811) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Evergy Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Evergy Inc. © Evergy Inc. All rights reserved.

EXISTING	-----
INSTALL	-----
REMOVE	-----
MODIFY	-----



CONTACTS	
PROJECT DESIGNER:	ASHLEIGH
PHONE #:	(785) 508-2813
CUSTOMER:	----
PHONE #:	----

TITLE	QUICK TRIP #335 - CITY STREETLIGHTS
ADDRESS	CROSSING BLVD & GRAPHIC ARTS RD
CITY	EMPORIA STATE
KV	DATE 4/8/2026

WO#	M108339824
CENTER	INVALID CHOICE.
CIRCUIT	WEMP012024
DESIGNED BY	AP80620
SHEET	1 OF 1

REV.	DATE	BY	CHECKED	APPROVED
<b>Think Safety!</b>				
DWG FILE # M108339824-1				



**Study Session Report**  
Discuss Additional Scope to  
Commercial St & 10th Ave Stormsewer Repair

**Title:** Discuss Additional Scope to Commercial St & 10th Ave Stormsewer  
Repair

**Agenda Date:** April 15, 2026

**Presented By:** Jim Ubert, City Engineer

---

**Background:**  
See attached Powerpoint file with screenshots of utility videos, cost estimates and original plans.



(Photo courtesy of Emporia Main Street Facebook page) (estimated - early 1900s)



Commercial St  
(Looking south)





(Looking south toward 9<sup>th</sup> 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 10<sup>th</sup> 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)

West side vertical wall collapsed due to being pushed in at the base/floor, along with wall cracks (diagonal, horizontal & vertical)

## Jim Ubert

---

**From:** Casey Woods <director@emporiamainstreet.com>  
**Sent:** Tuesday, April 7, 2026 2:11 PM  
**To:** Jim Ubert  
**Subject:** Re: Downtown activities

**Caution:** This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Jim,

This isn't everything, but it represents many of the more substantial events downtown:

April 25- Enchanted Emporia

May 2- Cinco de Mayo

May 16- Flatland Cruisers Car Show (Graduations are occurring in this time frame)

May 26-30- Unbound Gravel activities

June 26-28- Glass Blown Open Disc Golf

June 26-28- Kansas Shrine Bowl

July 18- Lollapalooza- Street Cats Club

August 17- Welcome Back Block Party

September 12- Great American Market

October 17- Oktoberfest

October 24- Dia de los Muertos/Downtown Trick or Treat

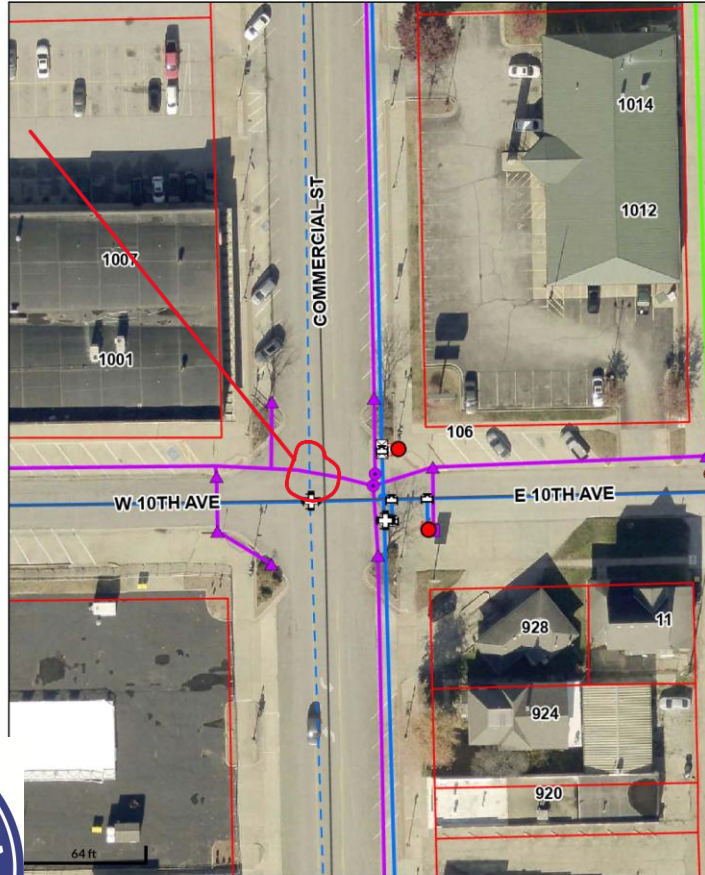
October 31- ESU Homecoming

November 11- Veterans Day Parade

December 1- Christmas Parade

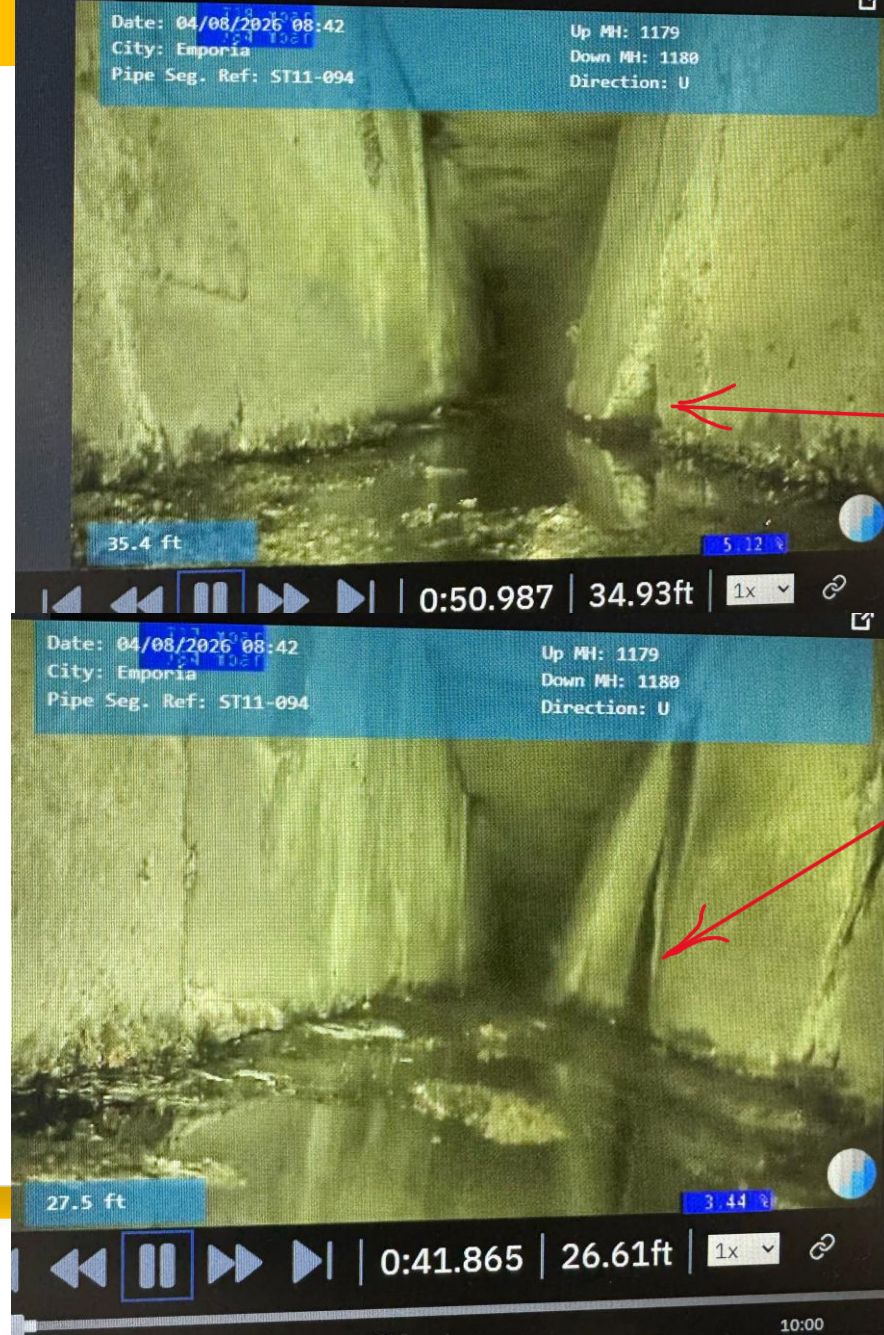


Abandoned WL  
& approx. area  
of north wall  
push in at base



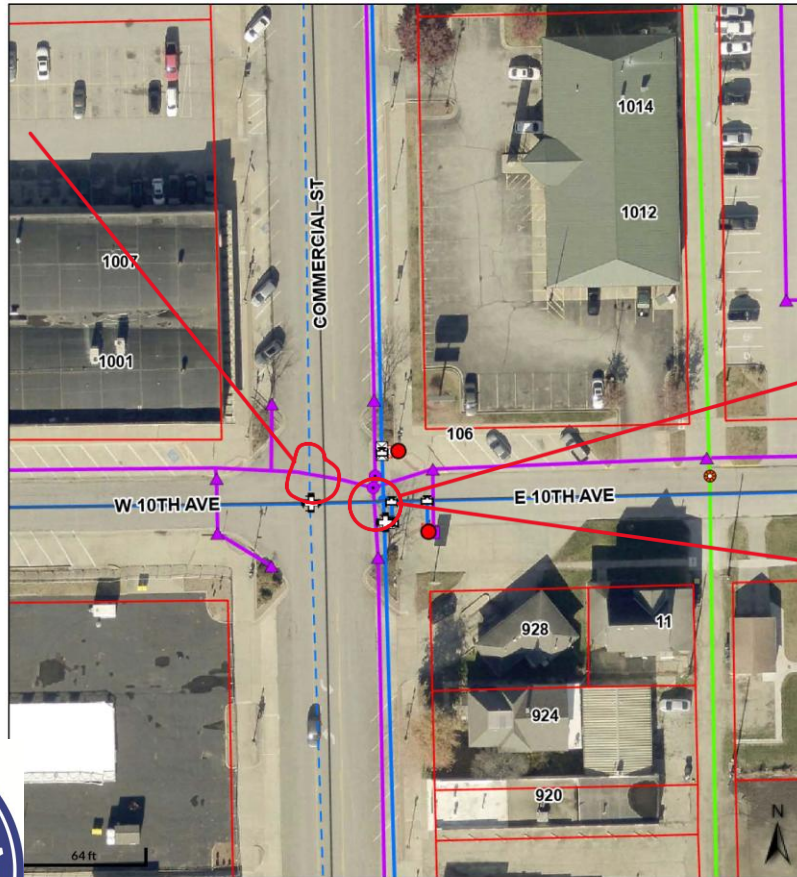
<all other values>

- SE Transmission Waterline Contractor has access to RCP stormsewer pipe and MH structures immediately from vendor.
- After April 14, 2026, they could start within a day after given Notice to Proceed. Substantial Completion by May 22, 2026 (Unbound Gravel activities: May 26-30) if approved today.
- The design/bid/contracting process is a 60-90 day minimum with the earliest award in late June. I am not comfortable opening Commercial St to heavy traffic until this is repaired with the video we have at 10<sup>th</sup> Ave.
- We can control superloads with our permitting, but Commercial Street is either open to all other traffic (including tractor trailers) or it isn't.
- Biggest safety concern is to open back to traffic and have a collapse in Commercial St at 10<sup>th</sup> Ave that shuts down Commercial Street & Main Street scheduled events and then we are right back where we are today, trying to repair this in an expedited way. And what are the repercussions of that?
- The contractor has a window in which they programmed SE Transmission Main work through mid summer 2026 (at this time they still have an open window). If we bid the project for construction later this year, there is no guarantee they are available.



North side vertical wall is being pushed in at the base/floor and there is a wall crack (diagonal & vertical)

Abandoned WL  
& approx. area  
of north wall  
push in at base



6" DI watermain  
penetrated through  
storm pipe (both  
active?)(1 active, 1  
abandoned?)

- ◆ END SECTION OR HEADWALL
- MANHOLE
- ☑ OUTFALL
- <all other values>

# Nowak Construction Company, Inc.

200 South Goddard Rd  
Goddard, KS 67052

Phone: (316) 794-8898  
Fax: (316) 794-2243

<b>To:</b>	CITY OF EMPORIA	<b>Contact:</b>	
<b>Address:</b>	104 E 5TH AVE EMPORIA, KS 66801	<b>Phone:</b>	
<b>Project Name:</b>	Southeast Transmission Waterline Imp. - Emporia KS	<b>Bid Number:</b>	
<b>Project Location:</b>		<b>Bid Date:</b>	3/11/2025
<b>Addendum #:</b>	#1, #2, #3		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	54" (RCP)	36.00	LF	\$596.00	\$21,456.00
02	42" RCP	248.00	LF	\$459.00	\$113,832.00
03	Remove & Replace Surfacing (Concrete Pavement 10")	84.00	SY	\$179.00	\$15,036.00
04	Remove & Replace Surfacing (Concrete Pavement 6")	150.00	SY	\$135.00	\$20,250.00
05	Flowable Fill	1.00	CY	\$104.00	\$104.00
06	Manhole - West 10th Street Location	1.00	EACH	\$15,400.00	\$15,400.00
07	Manhole - Commercial & 10th Street	1.00	EACH	\$23,000.00	\$23,000.00
08	Relocate 6" Water DIP Line	1.00	LS	\$11,000.00	\$11,000.00
09	Connect To Existing Storm Pipe - 10" Pipe North Of 54" JB At Commercial & 10th	1.00	EACH	\$5,600.00	\$5,600.00
10	Connect To Existing Storm Pipe - 18" Pipe East Of 54" JB At Commercial & 10th	1.00	EACH	\$5,500.00	\$5,500.00
11	Connect To Existing Storm Pipe - 10" Pipe From Curb Inlets Connect To 42" RCP Along 10th Street	2.00	EACH	\$2,350.00	\$4,700.00

**Total Bid Price: \$235,878.00**



201/500

Scale 1"=1'

**DETAILS**

W.S. Smith  
City Engineer

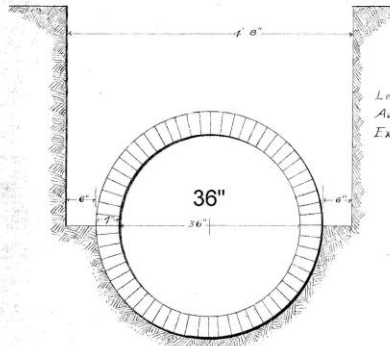
**STORM-WATER SEWER**

*Commercial and Merchant Sts*

*8" to 12" Avenues*

**Merchant St (10th to 11th)**

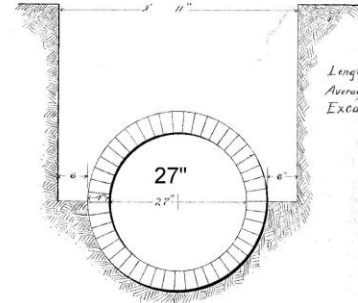
*From 10" Ave. to 11" Ave.*



Length 422 Ft.  
Average Depth 5.64"  
Excavating 3.60 yds

**Merchant St (11th to 12th)**

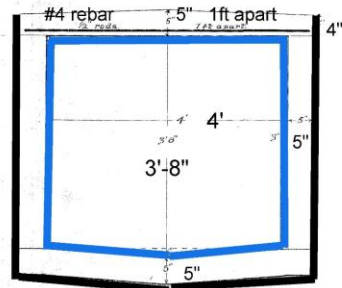
*From 11" Ave. to 12" Ave.*



Length 367 Ft.  
Average Depth 4.69"  
Excavating 2.18 yds

**Commercial St (8th to 9th)**

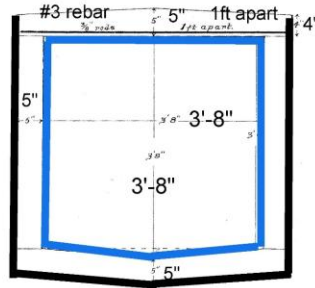
*From 8" Ave. to 9" Ave.*



Length 510 Ft. Concrete 127.4 yds.  
Average Depth 4.93" Iron 157.3 lbs  
Excavating 4.51 Cu Yds

**Commercial St (9th to 10th)**

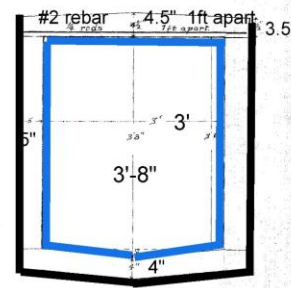
*From 9" Ave. to 10" Ave.*



Length 413 Ft. Concrete 106.2 yds.  
Average Depth 5.74" Iron 714.3 lbs  
Excavating 4.23 yds

**10th Ave (Commercial to Merchant)**

*From Commercial St. to Merchant St.*



Length 416 Ft. Concrete 54.4 yds.  
Average Depth 5.71" Iron 252 lbs  
Excavating 2.37 yds



Commercial St Stormsewer Repair (Prelim. Estimate)				04.13.2026
10th Ave Project Repair (Commercial St to Alley)				By: JMU
	Unit	Quantity	Unit Price	Extend Price
42" HDPE	LF	248	\$ 225.00	\$ 55,800.00
54" RCP	LF	36	\$ 265.00	\$ 9,540.00
MHs	EA	2	\$ 20,000.00	\$ 40,000.00
Flowable Fill	CY	115	\$ 140.00	\$ 16,100.00
Pavmt Replace (10" Conc)	SY	84	\$ 150.00	\$ 12,600.00
Pavmt Replace (6" Conc Reinf)	SY	160	\$ 145.00	\$ 23,200.00
Mobilization & Traf Control	LS	1	\$ 35,000.00	\$ 35,000.00
				-
Subtotal				\$ 192,240.00
Contingency (20%)				\$ 40,260.00
Grand Total				\$ 232,500.00



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





**Thank You**

**Any questions/comments?**