



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, DECEMBER 7, 2022 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Becky Smith

MEMBERS PRESENT

Vice Mayor Danny Giefer
Commissioner Susan Brinkman
Commissioner Erren Harter
Commissioner Jamie Sauder

PROCLAMATIONS

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Hate speech, profanity, and defamation are not allowed. Please state your name and address prior to making comments.

NEW BUSINESS

- 1) **Resolution No. 3685 regarding the Intent to Issue Industrial Revenue Bonds (IRBs) in the Amount of \$3,500,000.00 for Capitol Holdings, LLC.**

Presented by: Jim Witt, Special Projects Manager

Recommended Action: Approve Resolution No. 3685 regarding the Intent to Issue Industrial Revenue Bonds(IRBs) in the Amount of \$3,500,000.00 for Capitol Holdings, LLC.

- 2) **Development Agreement for Mahtropolis RHID Project.**

Presented by: Jim Witt, Special Projects Manager

Recommended Action: Approve Development Agreement for Mahtropolis RHID Project.

- 3) **Resolution No. 3684 for the Solid Waste Management Plan.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve Resolution No. 3684 for the Solid Waste Management Plan.

- 4) **12th Avenue Elevated Storage Tank Maintenance RFQ.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve 12th Avenue Elevated Storage Tank Maintenance RFQ.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) October Budget

- 2) MUPP Board Minutes
- 3) Community Housing Board Minutes.
- 4) Emporia Human Relations Commission Meeting Minutes.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Minutes for the Commission Meeting on November 16, 2022.
- 2) Ratification and Approval of Payroll Ordinances for the period ending November 23, 2022.
- 3) 2022-Year End Account Charge Offs.
- 4) Change Order for CCLIP FY2023 US-50 from Prairie Street to Neosho Street.
- 5) Real Estate Purchase Agreement for 1542 South Highway 99.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Becky Smith
Vice Mayor Danny Giefer
Commissioner Erren Harter
Commissioner Susan Brinkman
Commissioner Jamie Sauder

EXECUTIVE SESSION

- 1) The City Commission requests an Executive Session to discuss personnel matters of non-elected personnel. K.S.A. 75-4319(B)(1) is the authority for this recess into Executive Session.

Recess into Executive Session to discuss personnel matters of non-elected personnel for 20 minutes, stating at which time the open meeting will resume.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Carnegie Building Discussion.
- 2) Skate Park Update.
- 3) RFQ for Compensation Study.
- 4) Proposed Changes to Housing Development and Rural Housing Incentive District Policy.
- 5) Permit and Inspection Fee Increase.

ADJOURNMENT



Commission Action Report

Title: Resolution No. 3685 regarding the Intent to Issue Industrial Revenue Bonds(IRBs) in the Amount of \$3,500,000.00 for Capitol Holdings, LLC.

Proposed Agenda Date: December 7, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND:

The adoption of the Resolution is the first step in the eventual issuance of industrial revenue bonds in the amount of \$3,500,000.00 for 12 residential duplexes, containing 24 apartments located in the City of Emporia.

DISCUSSION:

The bond-financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy. The City is not liable for the principal or interest on the bonds under Kansas Statutes. See further information below.

FINANCIAL CONSIDERATIONS:

The Bonds, together with the interest thereon, are not general obligations of the City but are special obligations payable solely from the lease payments under the Lease, and the Bond Fund and other monies held by the Trustee, as provided in the Indenture. **Neither the credit nor the taxing power of the State of Kansas or of any political subdivision of such State is pledged to the payment of the principal of the Bonds and premium if any, and interest thereon or other costs incident thereto.**

RECOMMENDED ACTION:

Adopt Resolution No. 3685 regarding the Intent to Issue Industrial Revenue Bonds(IRBs) in the Amount of \$3,500,000.00 for Capitol Holdings, LLC.

ATTACHMENTS:

Resolution No. 3685 regarding the Intent to Issue Industrial Revenue Bonds(IRBs) in the Amount of \$3,500,000.00 for Capitol Holdings, LLC.

RESOLUTION NO. 3685

OF THE

GOVERNING BODY OF THE
CITY OF EMPORIA, KANSAS

RELATING TO THE INTENT TO ISSUE

\$3,500,000.00
TAXABLE INDUSTRIAL REVENUE BONDS
(CAPITAL HOLDINGS, LLC)

RESOLUTION NO. 3685

A RESOLUTION INDICATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS TO ISSUE CERTAIN TAXABLE INDUSTRIAL REVENUE BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$3,500,000.00 FOR THE PURPOSE OF PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING TWELVE DUPLEXES IN THE CITY OF EMPORIA, KANSAS.

WHEREAS, the governing body of the City of Emporia, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), and all acts amendatory thereof or supplemental thereto, the City is authorized to issue revenue bonds of the City; and

WHEREAS, Capital Holdings, LLC, a Kansas limited liability company, or its affiliates (the "Tenant"), requested the City to provide for the issuance of certain taxable industrial revenue bonds (the "Bonds") pursuant to the Act to pay the costs of purchasing, acquiring, constructing, furnishing, and equipping 12 residential duplexes, containing 24 apartments, located in the City (the "Project"), which the Tenant will lease from the City under terms of a Lease Agreement and other agreements entered into in connection with issuing the Bonds (the "Lease"); and

WHEREAS, the Project will be located within the corporate limits of the City.

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

SECTION 1. The City finds and determines the acquisition, construction, reconstruction and equipping of the Project will promote, stimulate, and develop the general welfare and economic prosperity of the City through the promotion and advancement of residential housing and general commercial development of the City, and the City intends and is authorized to finance the Project (as defined above) and issue the Bonds (as defined above) in the approximate principal amount \$3,500,000.00 to further the public purposes of the Act.

SECTION 2. The City is authorized to provide for the issuance of its Bonds, in one or more series, for the purpose of purchasing, acquiring, and installing the Project, but subject to the limitations, conditions and requirements of the provisions in this Resolution, the Lease and subsequent ordinances or resolutions of the City authorizing the Bonds.

SECTION 3. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds is subject to obtaining any necessary governmental approvals, and agreement by the City, the Tenant, and the purchaser(s) of the Bonds upon mutually acceptable terms for the Bonds and for the sale and delivery of the Bonds, and mutually acceptable terms and conditions

of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for payment of the Bonds, the repayment to the City of its expenses incurred in connection with the Bonds, and provisions relating to maintenance of the Project. The Bonds shall be issued subject to the approving opinion of Triplett Woolf Garretson, LLC, Bond Counsel and shall be special limited obligations of the City payable solely from the revenues derived by the City in connection with the Project and the Lease. THE BONDS SHALL NOT BE GENERAL OBLIGATIONS OF OR CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION AND THE BONDS SHALL NOT BE PAYABLE IN ANY MANNER FROM TAX REVENUES.

SECTION 4. The sale of the Bonds shall be the Tenant's responsibility. The City and Tenant understand that to expedite the process of acquiring and constructing the Project, the Tenant may, in reliance upon this Resolution, but subject to mutually satisfactory documents as described in Section 3, incur temporary indebtedness, and expend its own funds or funds available to it in connection with the anticipated Project, prior to the issuance of the Bonds. The Bonds and all interest thereon shall, in any event, be paid solely from a Trust Estate created pursuant to a Trust Indenture, including the money and revenue received pursuant to the lease of the Project to the Tenant and not from any other fund or source, and nothing here shall obligate the City in any manner except as set out in this Resolution. The Tenant proceeds at its own risk and if, for any reason the Bonds are not issued, the City will have no liability to the Tenant for any reason.

SECTION 5. The City does not intend this Resolution to include any agreement for ad valorem tax abatement for the Project. The City will consider an ad valorem property tax abatement on the Project at a later date in accordance with the proper publication and notice requirements of the laws of the State of Kansas and as provided in the Development and Incentive Compliance Agreement between the City and the Tenant.

SECTION 6. Any and all expenses incurred, and applicable fees charged in connection with the issuance of the Bonds, including administrative expenses and legal fees incurred by the City shall be paid from the proceeds of the Bonds or from the Tenant's funds. Nothing in this Resolution shall obligate the City in any manner in connection with the costs of the issuance of the Bonds, except as otherwise agreed by the City and Tenant.

SECTION 7. The Mayor, City Clerk and Bond Counsel are authorized and directed to take all such other actions not inconsistent with this Resolution as may be appropriate or desirable to accomplish the purposes described by this Resolution, including but not limited to, (1) execution on behalf of the City of an appropriate notice of the proposed issuance of such Bonds with the Kansas State Board of Tax Appeals pursuant to K.S.A. 12-1744a, (2) providing applicable notice of a public hearing with respect to the proposed issuance of such Bonds and ad valorem tax abatement in accordance with K.S.A. 12-1749c and/or K.S.A. 12-1749d; (3) seeking a retailers' sale tax exemption certificate for the construction of the Project; and (4) requesting any necessary approvals of the issuance of such Bonds in accordance with K.S.A. 12-1741a.

SECTION 8. This Resolution shall become effective upon its approval and passage by the governing body of the City of Emporia, Kansas.

ADOPTED AND APPROVED by the governing body of the City of Emporia, Kansas on
December 7, 2022.

CITY OF EMPORIA, KANSAS

[seal]

By _____
Becky Smith, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

[seal]

EXCERPT OF MINUTES

The governing body of the City of Emporia, Kansas met in regular session, at the usual meeting place in the City on December 7, 2022, at 11:00 A.M., with Mayor Becky Smith presiding, and the following members of the governing body present:

and the following members absent:

Among other business, a resolution was presented for consideration entitled:

A RESOLUTION INDICATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS TO ISSUE CERTAIN TAXABLE INDUSTRIAL REVENUE BONDS IN AN ESTIMATED PRINCIPAL AMOUNT OF \$3,500,000.00 FOR THE PURPOSE OF PURCHASING, ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING TWELVE DUPLEXES IN THE CITY OF EMPORIA, KANSAS.

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

The Resolution was assigned No. 3685.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the December 7,
2022 meeting of the governing body of the City of Emporia, Kansas.

[seal]

Kerry Sull, City Clerk

Commission Action Report

Title: Development Agreement for Mahtropolis RHID Project

Proposed Agenda Date: December 7, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND:

The Development Agreement is a requirement of the City's Housing Policy. The Agreement was developed in consultation with Gilmore and Bell and the developers' representatives. The Agreement details the responsibilities of the City and Developer with regard to the 27-lot subdivision.

DISCUSSION:

The Agreement lays out in detail the responsibilities of each party. Within the Agreement the Developer provides a specific amount of a financial guarantee to the City that are contingent upon development performance. Also included are the fiscal commitments of the city. All this information is contained in Article 5 and related exhibits. Article V (c) contains the priorities for reimbursement via RHID funds. Please note that the City is not responsible for private infrastructure improvements This includes electric, gas, telephone and cable/fiber services.

FINANCIAL CONSIDERATIONS:

The City shall issue GO bonds for in an estimated amount 1.057 million dollars for water, sewer, street, and drainage improvements. The City's financial obligations, bond payments, are in first position once RHID revenue begins to occur. See Article 5.1.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Development Agreement for Mahtropolis RHID Project

ATTACHMENTS:

Development Agreement for Mahtropolis RHID Project.

**DEVELOPMENT AGREEMENT
MAHTROPOLIS
RURAL HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of [_____, 2022] (the “**Effective Date**”), by and between the **CITY OF EMPORIA, KANSAS**, a municipal corporation of the State of Kansas (“**City**”), and **SPECULATIVE HOLDINGS, 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 “Mahtropolis” residential development (“**Mahtropolis Development**”) as more fully described herein.

C. City has determined that the construction of Mahtropolis Development will foster the economic development of 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 Mahtropolis Development.

AGREEMENT

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

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

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 all 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 legal counsel at any hearings or proceedings required to implement the District.

“**City Infrastructure Improvements**” means the water, sewer, storm sewer, and street improvements necessary for Mahtropolis Development and located within the boundaries of the Property to be constructed by the City, including engineering costs and appurtenances related thereto, as set forth on the approved plat for Mahtropolis Development.

“City Infrastructure Bonds” means any of the City’s general obligation temporary notes and general obligation bonds issued to finance the City Infrastructure Improvements.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Development Project and the City Infrastructure Improvements and Developer Infrastructure Improvements.

“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 Speculative Holdings, LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Developer Infrastructure Improvements” means the electric and gas improvements necessary for Mahtropolis 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 Mahtropolis Development, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

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

“Development Project” means single family residential units and auxiliary structures to be constructed on the Property in accordance with the Concept Site Plan.

“District” means the Mahtropolis Rural Housing Incentive District established pursuant the Rural Housing Incentive District Act and the RHID Ordinance.

“Eligible Costs” means the costs of the City Infrastructure Improvements, City Infrastructure Bonds, Developer Infrastructure Improvements, City Expenses, and costs which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

“Excess RHID Funds” means RHID Funds held by the City in excess of the amount needed to satisfy the City Infrastructure Bonds payment obligations for the then current calendar year.

“Governing Body” means the City Commission of the City of Emporia, Kansas.

“Material Change” means any change in the Concept Site Plan 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 the performance of the Development Project described on *Exhibit F* hereto in accordance with the provisions of *Section 4.2*. The Project Milestones may be amended administratively by the City Manager’s office in accordance with City policy.

“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.

“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.

“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 Mahtropolis Development.

“RHID Ordinance” means Ordinance 22-29 passed by the Governing Body on June 1, 2022, approving the Development Plan and establishing the District.

“RHID Shortfall Letter of Credit” means the letter of credit issued in favor of the City as security for payment of the debt service related to the City Infrastructure Bonds, as more particularly described in *Section 5.1(b)*.

“Rural 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 Developer 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; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, 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 Developers. 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 Mahtropolis 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;
- (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; and
- (d) the Concept Site Plan.

ARTICLE III RURAL HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 3658 on December 1, 2021 (the "Preliminary Resolution"), which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish rural housing incentive districts within the City.

3.2 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 4, 2022, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City's ability to establish rural housing incentive districts.

3.3 District Established. City has caused to be prepared the Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, and pursuant to Resolution No. 3671 adopted on April 20, 2022, called for and held a public hearing relative to the Development Plan on June 1, 2022. 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.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 60 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. The City will respond in writing within 45 days after receipt of the notice and all requested supporting documentation. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City or if such notice is not responded to pursuant to the timelines above.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project, with approval from the City Manager or the City Manager's designee provided that such approval will not act as a waiver, alteration, or replacement of any required zoning, planning, permitting and inspection requirements.

4.2 Project Milestones and Schedule. The Developer agrees to meet the Project Milestones not later than the times set forth in *Exhibit F* or the Developer will be in material breach of this Agreement.

4.3 Development Project Construction.

(a) Developer will construct the Development Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Development Project 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 Development Project, 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 Development Project 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 compete the Work for the Development Project. Prior to the commencement of construction of the Development Project, 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.

4.4 Infrastructure Improvements Construction.

(a) The City will construct the City Infrastructure Improvements in accordance with City standards and specifications for similar projects. Developer will construct the Developer Infrastructure Improvements in accordance with City standards and specifications for similar projects. With the exception of construction on lots abutting Riley Avenue, and once any necessary approvals have been obtained for Mahnopoly Avenue, Developer will not commence construction of any vertical improvements prior to completion of the City Infrastructure Improvements and Developer 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 City Infrastructure Improvements and Developer Infrastructure Improvements and 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 approval of the preliminary plat for the Property, which will be considered an Eligible Cost in accordance with City policy and this Agreement.

4.5 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.

4.6 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.

4.7 Land Use Restriction. The Developer agrees that the Property will be utilized for residential purposes 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.

4.8 Sale of Constructed Homes. The Developer acknowledges that the City is willing to permit the Developer Project to participate in the rural housing incentive program in order to increase the supply of certain types of available homes within the City. Therefore, all residential units constructed as part of the Developer Project will be single-family homes with a minimum 1,000 square feet of finished living area on the main floor and in compliance with all applicable building codes (the "**Required Housing Standards**"), or the Developer will be in material default of this Agreement.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Improvements.

(a) The City will finance the costs of the City Infrastructure Improvements through the issuance of City Infrastructure Bonds. All other costs of the Development Project will be paid in cash, or financed, by the Developer.

(b) As security for payment of the debt service related to the City Infrastructure Bonds, Developer will furnish to the City the RHID Shortfall Letter of Credit issued by a bank reasonably acceptable to the City. The RHID Shortfall Letter of Credit will be in an amount equal to \$300,000. The Developer will renew the RHID Shortfall Letter of Credit until a certificate of occupancy has been obtained for 10 houses constructed on the Property as part of the Developer Project. The City will draw upon the RHID Shortfall Letter of Credit in the event, and to the extent that, RHID Funds generated by the District are insufficient to pay debt service on the City Infrastructure Bonds.

(c) The City will utilize RHID Funds as follows:

(1) First, to satisfy the annual debt service requirements of any outstanding City Infrastructure Bonds and to pay, or reimburse the City for prior payment of, City Expenses;

(2) Second, to reimburse the City for any debt service payments or portions thereof made on City Infrastructure Bonds that were not paid with RHID Funds;

(3) Third, annual Excess RHID Funds will be utilized to reimburse the Developer for Eligible Costs in accordance with this Agreement.

(d) Reimbursements for expenses paid or financed by the Developer will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement by the Developer does not exceed the actual amount expended by the Developer for such use or 110% of the total set forth on **Exhibit C**, the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs 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 Eligible Costs.

(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 Eligible Costs.

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 Eligible Costs; (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 Eligible Costs pursuant to the terms of this Agreement if sufficient Excess RHID Funds are available, and semiannually in March and September of each year as Excess RHID Funds become available in the event that Excess RHID Funds in the City's possession are at that time insufficient. 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 Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs 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 Excess 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.

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) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Development Project without the consent of 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;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) 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.

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 Excess 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's Eligible Expenses to be \$0 and continue to collect and utilize RHID Funds until all City Infrastructure Bonds 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:

Speculative Holdings, LLC
504 SW 2nd St.
Topeka, Kansas 66603

(b) In the case of City, to:

City of Emporia, Kansas
Attention: City Manager
104 East 5th Street
Emporia, Kansas 66801

With a copy to:
City of Emporia, Kansas
Attention: City Attorney
104 East 5th 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 Mahtropolis 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 Work 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 Work 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 Three Million Dollars (\$3,000,000.00) 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 Work as City determines is reasonable and necessary to verify Developer's 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 purposes 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 21, 2021 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 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.

[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 _____, 2022, by Becky Smith, Mayor, and Kerry Sull, Clerk, of the City of Emporia, Kansas, a Kansas municipal corporation.

Notary Public

(SEAL)

Typed or Printed Name of Notary Public

My Appointment Expires:

SPECULATIVE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by _____,
the _____ of Speculative Holdings, LLC, a Kansas limited liability company, on behalf of said
limited liability company.

(SEAL)

Notary Public

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 Mahtropolis Development
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Project Milestones
Exhibit G	Development Plan

EXHIBIT A

PROPERTY DESCRIPTION MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT

SURVEYED PARCEL: THAT PORTION OF LOTS 5 AND 7 GOODRICH'S SUBDIVISION, LOCATED IN THE CITY THE CITY OF EMPORIA, COUNTY OF LYON, STATE OF KANSAS, RECORDED IN THE REGISTER OF DEEDS OFFICE IN PLAT BOOK PAGE 42, BEING DESCRIBED BY DAVID E. DUNDON, PS 1421 ON MARCH 30, 2022 AS FOLLOWS:

ALL BEARINGS HEREIN ARE BASED ON AN ASSUMED BEARING OF S 01°03'38" E ON THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER, SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST.

COMMENCING AT THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF MCADOO'S SUBDIVISION, RECORDED IN THE REGISTER OF DEEDS OFFICE AS PLAT BOOK 2 PAGE 72; THENCE ON THE WEST LINE OF SAID LOTS 5 AND 7; THENCE ON THE WEST LINE OF SAID LOTS 5 AND 7, S 01°15'26" E 424.35 FEET TO THE NORTHEAST CORNER OF REAL PROPERTY DESCRIBED IN DISTRICT COURT CASE NO. 25582, TRACT NO. 41, LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127 (ANNA C. GOOD MARCH 18, 1964), BEING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 35 HIGHWAY; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°05'28" E 220.91 FEET TO THE WEST LINE OF REAL PROPERTY DESCRIBED PER LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127. (EMILY CHARLENE BRIM MARCH 20, 1964); THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 01°10'30" E 50.90 FEET TO THE NORTHWEST CORNER OF SAID REAL PROPERTY; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 88°32'22" E 342.70 FEET TO THE SOUTHWEST CORNER OF REAL PROPERTY DESCRIBED IN DISTRICT COURT CASE NO. 25582, TRACT NO. 46, LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127 (JUANITA PEARL BRIM FEBRUARY 20, 1964); THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 43°43'09" E 70.93 FEET THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 07°50'23" E 64.34 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF WHITTIER STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, N 01°06'03" W 263.00 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF RILEY AVENUE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF RILEY AVENUE, S 88°27'38" W 626.80 FEET TO THE POINT OF BEGINNING;

CONTAINS 244,508 SQUARE FEET, 5.6 ACRES, MORE OR LESS. END OF DESCRIPTION.

EXHIBIT B

PROPERTY MAP

MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT

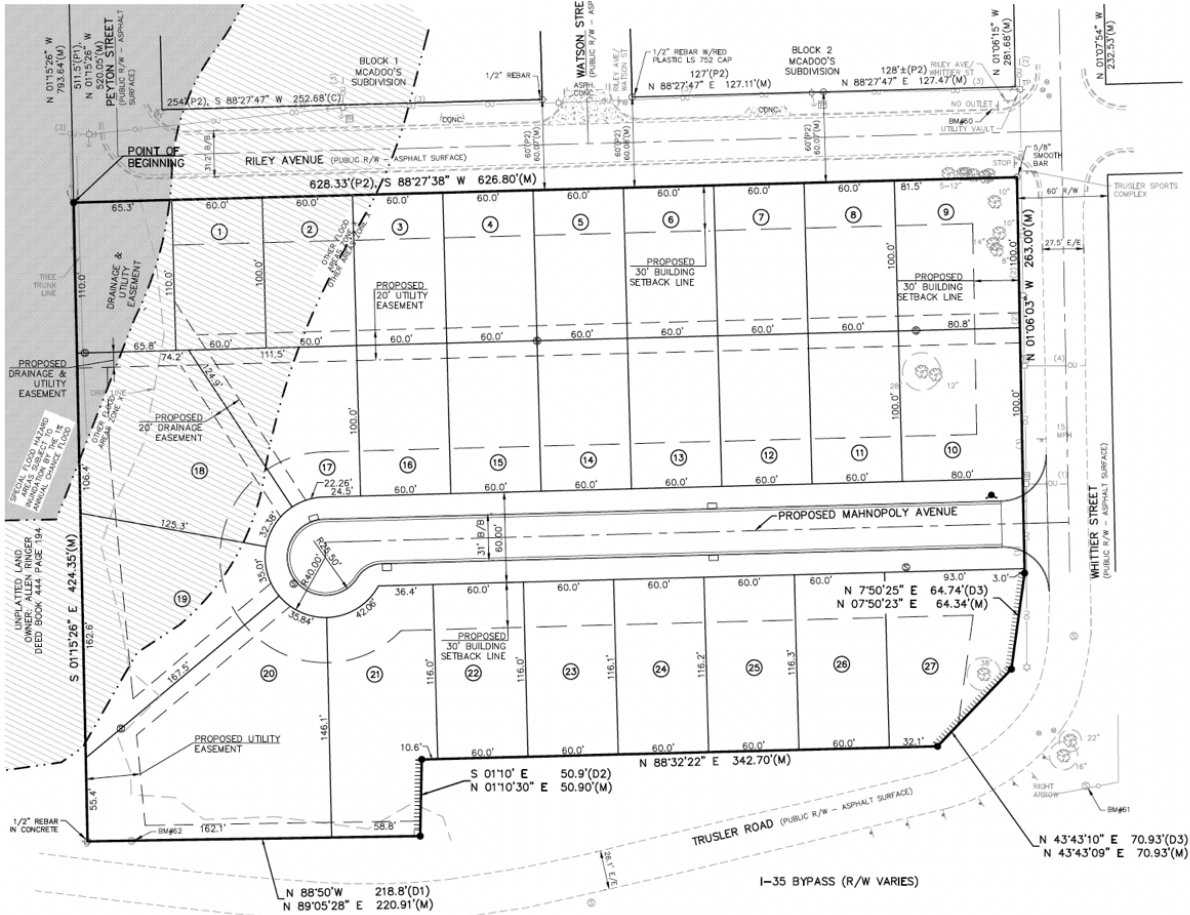


EXHIBIT C

ELIGIBLE COSTS FOR MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT

<u>Category</u>	<u>Estimated Developer Amount</u>	<u>Estimated City Amount</u>
Land Acquisition ¹	\$181,250	
Public Infrastructure ²	0	\$1,000,000
Private Infrastructure and Utilities ³	108,000	0
Engineering Design	0	47,000
Legal	9,000	10,000
Project Accounting	2,400	0
Brokerage Fees ⁴	80,000	0
Insurance	28,000	0
Project Management	108,000	0
City of Emporia – RHID Fees	1,000	0
Platting Fees	<u>7,000</u>	<u>0</u>
Total	\$524,650	\$1,057,000

¹ Subject to verification as set forth in **Section 5.2** of the Agreement

² Including sanitary sewer, storm water, and streets; interest payable on City Infrastructure Bonds not estimated but will be payable through the use of RHID Funds

³ Including gas, electric, and telecommunications

⁴ 20% of brokerage fees actually paid by the Developer may be deemed related to the sale of the improved lots exclusive of vertical construction improvements and eligible for reimbursement

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Speculative Holdings, LLC (the “Developer”), pursuant to **Section 4.3** of the Development Agreement dated as of [_____] (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 Developer 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 building codes have been complied with in connection with the Work.

Dated: _____, 20____

SPECULATIVE HOLDINGS, LLC

By: _____
Authorized Member

**ACCEPTED:
CITY OF EMPORIA, KANSAS**

By: _____
City Manager

Date: _____

EXHIBIT E

REQUEST FOR REIMBURSEMENT

City of Emporia, Kansas

Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Speculative Holdings, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Mahtropolis Development project (the “Fund”) and set forth in the Development Agreement between the City of Emporia, Kansas and the Developer for the Mahtropolis Rural Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts 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 Rural Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which 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: _____, 20____

SPECULATIVE HOLDINGS, LLC

By: _____
Authorized Member

Invoice Reimbursement Schedule

Pursuant **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 Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

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

PROJECT MILESTONES

<u>Date</u>	<u>Obligation</u>
30 days after all infrastructure permits approved	Building permit applications submitted to City
December 31, 2024	Completion of at least 9 single family homes available for sale
December 31, 2026	Completion of at least 27 single family homes available for sale

EXHIBIT G
DEVELOPMENT PLAN

**DEVELOPMENT PLAN
OF THE CITY OF EMPORIA, KANSAS
MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT**

APRIL 2022

INTRODUCTION

The City Commission (the “Governing Body”) of the City Emporia, Kansas (the “City”) has previously adopted Resolution No. 3658 (the “Preliminary Resolution”), which found and determined that:

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

Based on these findings and determinations, the Governing Body proposed the establishment of Rural Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of the Preliminary Resolution, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City as required by K.S.A. 12-5244(c). On January 4, 2022, the Secretary of Commerce provided written confirmation approving the establishment of the Rural Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a rural housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of Mahtropolis Rural Housing Incentive District (the “District”) and a map of the District are attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2021 is \$11,272.00.

(3) ***Owners of Record.*** The names and addresses of the owners of record for the real estate within the District are:

Church of the New Covenant
2300 E 6th Ave.
PO Box 1421
Emporia, KS 66801

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will include all infrastructure needed to develop approximately twenty-seven (27) single family homes consisting primarily of 3-4 bedroom, 2-3 bathroom, 2-3 car garage residences to be determined by developer and/or individuals purchasing each lot.

Public Facilities

Public facilities and public improvements will include construction of Infrastructure Improvements located within the boundaries of the District, and all related infrastructure, including Public Improvements which will include construction of infrastructure improvements located within the boundaries of the District, including but not limited to parking, water, sanitary sewer, and electric improvements as outlined in the Development Plan and Agreement. Infrastructure improvements may be constructed prior to or concurrently with the project.

A copy of the Site Plan is attached as ***Exhibit B*** to this Development Plan.

(5) ***Developer's Information.*** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property:

Church of the New Covenant
2300 E 6th Ave.
PO Box 1421
Emporia, KS 66801

Developer:

Speculative Holdings, LLC
504 SW 2nd St.
Topeka, KS 66603

(6) ***Contractual Assurances.*** Subsequent to the approval of the Development Plan, the Governing Body anticipates entering into a Development Agreement (the “Development Agreement”), with Speculative Holdings, LLC, a Kansas limited liability company engaged in the business of development with its principal office located at 504 SW 2nd St., Topeka, KS 66603 (the “Developer”). The Development Agreement, as supplemented and amended, will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement will include contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the eligible costs.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
DEVELOPMENT PLAN
MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION AND MAP OF THE DISTRICT

SURVEYED PARCEL: THAT PORTION OF LOTS 5 AND 7 GOODRICH'S SUBDIVISION, LOCATED IN THE CITY THE CITY OF EMPORIA, COUNTY OF LYON, STATE OF KANSAS, RECORDED IN THE REGISTER OF DEEDS OFFICE IN PLAT BOOK PAGE 42, BEING DESCRIBED BY DAVID E. DUNDON, PS 1421 ON MARCH 30, 2022 AS FOLLOWS:

ALL BEARINGS HEREIN ARE BASED ON AN ASSUMED BEARING OF S 01°03'38" E ON THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER, SECTION 11, TOWNSHIP 19 SOUTH, RANGE 11 EAST.

COMMENCING AT THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF MCADOO'S SUBDIVISION, RECORDED IN THE REGISTER OF DEEDS OFFICE AS PLAT BOOK 2 PAGE 72; THENCE ON THE WEST LINE OF SAID LOTS 5 AND 7; THENCE ON THE WEST LINE OF SAID LOTS 5 AND 7, S 01°15'26" E 424.35 FEET TO THE NORTHEAST CORNER OF REAL PROPERTY DESCRIBED IN DISTRICT COURT CASE NO. 25582, TRACT NO. 41, LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127 (ANNA C. GOOD MARCH 18, 1964), BEING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 35 HIGHWAY; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°05'28" E 220.91 FEET TO THE WEST LINE OF REAL PROPERTY DESCRIBED PER LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127. (EMILY CHARLENE BRIM MARCH 20, 1964); THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 01°10'30" E 50.90 FEET TO THE NORTHWEST CORNER OF SAID REAL PROPERTY; THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 88°32'22" E 342.70 FEET TO THE SOUTHWEST CORNER OF REAL PROPERTY DESCRIBED IN DISTRICT COURT CASE NO. 25582, TRACT NO. 46, LYON COUNTY PROJ. NO. 35-56-I 35-2(1) 127 (JUANITA PEARL BRIM FEBRUARY 20, 1964); THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, N 43°43'09" E 70.93 FEET THENCE CONTINUING ON SAIDNORTHERLY RIGHT-OF-WAY LINE, N 07°50'23" E 64.34 FEET TO THE INTERSECTIONMOF SAID NORTHERLY RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF WHITTIER STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, N 01°06'03" W 263.00 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF RILEY AVENUE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF RILEY AVENUE, S 88°27'38" W 626.80 FEET TO THE POINTOF BEGINNING;

CONTAINS 244,508 SQUARE FEET, 5.6 ACRES, MORE OR LESS. END OF DESCRIPTION.

[illegible]

EXHIBIT C
DEVELOPMENT PLAN
MAHTROPOLIS RURAL HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

FEASIBILITY STUDY WHITTIER TRUSLER ADDITION SINGLE FAMILY - EMPORIA

	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
All Lots	\$ 11,272	11.5%	0.160512	1	\$ 1,809
					\$ -
				-	\$ -
Total Current					\$ 1,809.29

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class		Mill Levy	Est. Property Tax	Number of Lots	Total Value
All Lots	\$ 30,000	\$ 190,000	11.5%		0.1390	\$ 3,517	14	\$ 49,238
	\$ 30,000	\$ 220,000	11.5%		0.1390	\$ 3,997	13	\$ 51,956
	\$ -	\$ -	11.5%		0.1390	\$ -	0	\$ -

Grand Total Less Incentive Percent	\$ 101,194
Tax Increment	\$ 99,384
25 Year RebateTotal, 1% Growth	\$ 2,309,814
Revenue Stream Net Present Value	\$ 1,146,790
Total Tax Less State Mills	\$ 101,194
Incentive Percent	100%
*The numbers included are estimates based on 2021 Assessments Mill Levy	0.160512

*The Mil Levy is reduced by 21.5 Mills (State & State School Funding)



Commission Action Report

Title: Resolution No. 3684 for the 2021 Solid Waste Management Plan.

Proposed Agenda Date: December 7, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

The Solid Waste Management Planning Committee met for the annual review of and approval of updates to the plan for the year 2021 on November 10, 2022. The annual review is required in the Kansas Statutes Annotated 65-3405 and Kansas Administrative Regulations 28-29-75 through 82. This plan covers solid waste activities in City of Emporia, Lyon County and Chase County.

Changes to the Plan included information on various tables and charts throughout the plan. Those Changes were unanimously approved by the Committee at the conclusion of the meeting.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Resolution #3684 Adopting the 2021 Solid Waste Management Plan.

ATTACHMENTS:

2021 Solid Waste Management Plan.

RESOLUTION NO. 3684

A RESOLUTION RELATNG TO THE ANNUAL REVIEW OF THE SOLID WASTE MANAGEMENT PLAN OF CHASE COUNTY, LYON COUNTY, AND THE CITY OF EMPORIA

WHEREAS, the Solid Waste Management Planning Committee met November 10, 2022 at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan Annual Review for Chase County, Lyon County, and the City of Emporia was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of November 10, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County, Lyon County, and the City of Emporia by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 7th Day of December, 2022.

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk

Solid Waste Management Plan
Chase County • City of Emporia • Lyon County
2022
Annual Review Edition
Review of Year 2021

Purpose

Our regional solid waste management plan is a comprehensive overview of the area's solid waste management practices.

It is also a planning tool for local waste management, waste reduction, and public education.

The main goals of the plan are:

- Identify any changes in our regions solid waste management system.
- Inform our commissions and the Bureau of Waste Management of the findings of our review

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SECTION 1 LOCATION AND DESCRIPTION OF STUDY AREA

1.a General

Lyon County and Chase County are adjacently located in East Central Kansas and maintain an Inter-local Agreement for the disposal of Solid Waste. The Inter-local Agreement establishes a Regional Solid Waste Transfer Station and allows the citizens of Chase County to use the City of Emporia/Lyon County Solid Waste Disposal Facilities. Also, the Inter-local Agreement provides for the formation of a Solid Waste Management Committee per Statute.

Section 13.a contains the Inter-local Agreement. Section 13.e contains a list of the members and officers for the Solid Waste Management Committee.

The City of Emporia operates the City of Emporia/Lyon County Transfer Station and Construction/Demolition Landfill. Solid Waste is processed and transferred to a Subtitle D Landfill (Hamm Quarries Inc.). Our Construction/Demolition Landfill accepts Construction/Demolition Waste. Compost, Brush and Trees are accepted in a Green Waste Area. Also, split tires are processed in a Tire Mono-Fill. Some rural residents still burn their refuse and dispose of the remaining ashes.

Table 1.1 Regional Burn Permits			
Admire	#1044	Emporia	#145
Allen	#1000	Hartford	#1035
Americus	#1278	Reading	#1323
Cottonwood Falls	#1264	Strong City	#1135

The tax levy and bonded indebtedness indicate the financial health of a governmental entity.

Table 1.2 Tax Rates for 2021				
Region	2021 Population	Assessed Valuation	Bonded Indebtedness	Levy
Chase County	2,598	\$57,152,030	\$15,656,467	59.61
Lyon County	31,998	\$372,450,970	\$16,250,000	53.28
City of Emporia	24,009	\$184,397,508	\$63,417,346	42.8
Source: Chase County Clerk and Lyon County Clerk, US Census, Kansas Statistical Abstract				

1.b Identification of Cities

The typical community in the Lyon-Chase County Area is of the rural setting with a mayor-council form of government. The City of Emporia is the only exception. Two-thirds of the total population for the two counties resides in the City of Emporia. Because of this difference in the population density, there are two different types of waste streams.

Table 1.3 Identification of Cities					
City	Class	2021 Population	2020 Valuation	County	Government Structure
Admire	3	130	\$455,879	Lyon	Mayor - Council
Allen	3	159	\$686,369	Lyon	Mayor - Council
Americus	3	771	\$3,915,795	Lyon	Mayor - Council
Bushong	3	28	\$91,725	Lyon	Mayor - Council
Emporia	1	24,009	\$184,397,508	Lyon	Manager - Commission
Hartford	3	356	\$1,671,305	Lyon	Mayor - Council
Neosho Rapids	3	231	\$1,179,738	Lyon	Mayor - Council
Olpe	3	513	\$3,559,585	Lyon	Mayor - Council
Reading	3	182	\$890,039	Lyon	Mayor - Council
Cedar Point	3	22	\$362,006	Chase	Mayor - Council
Cottonwood Falls	3	821	\$4,242,976	Chase	Mayor - Council
Elmdale	3	42	\$286,413	Chase	Mayor - Council
Matfield Green	3	52	\$356,177	Chase	Mayor - Council
Strong City	3	399	\$2,022,608	Chase	Mayor - Council
Source: Lyon County Clerk's Office and Chase County Clerk's Office and U.S. Census Bureau					

1.c Description of Population Densities

Due to the rural settings of the two counties, the population densities are reasonably low. Table 1.4 compares the densities for Lyon County and Chase County to the State of Kansas.

Table 1.4 Population Densities	
Region	Density
Lyon County	37.8 persons per square mile
Chase County	3.4 persons per square mile
State of Kansas	35.9 persons per square mile
Source: U.S. Census Bureau, 2020 Census	

The area is subject to minor population fluctuations due to enrollment at Emporia State University (ESU), and it's various sporting activities. Solid waste generated by ESU is processed at the transfer station. Emporia State University serves approximately 5,900 students. However, only 2,212 students actually reside in Chase & Lyon counties; with a daily campus population reaching as many as 4,150 students.

Table 1.5 2021 Populations of the Region					
County	City	Population	County	City	Population
Chase	Cedar Point	22	Lyon	Admire	130
Chase	Cottonwood Falls	821	Lyon	Allen	159
Chase	Elmdale	42	Lyon	Americus	771
Chase	Matfield Green	52	Lyon	Bushong	28
Chase	Strong City	399	Lyon	Emporia	24,009
			Lyon	Hartford	356
			Lyon	Neosho Rapids	231
			Lyon	Olpe	513
			Lyon	Reading	182
Chase	Rural County	484	Lyon	Rural County	2,370
Chase	Total County	1336	Lyon	Total County	28,849
Source: Kansas Statistical Abstract 2021					

1.d Regional Growth Patterns

Along with the projected mild growth of Emporia State University, several manufacturing and industrial firms have located in and continue to express an interest to locate in the City of Emporia in recent years. For this reason, the local economic development organizations have displayed an interest in the development of more industrial parks.

Emporia is located between Wichita and Topeka on the Kansas Turnpike and between Wichita and Kansas City on Interstate 35. With such excellent access to the interstate system, Emporia is an important crossroads and trade area for East Central Kansas. The amount of heavy commercial traffic is only second to the Kansas City metropolitan area. For this reason, the City of Emporia has been considered as a hub for freighting companies. As more competition in the freighting business enters the area, more companies that utilize shipping services will desire to locate in the community.

1.e Geographical and Geological Characteristics

General

The geological information contained in this section was obtained from the Soil Survey of Lyon County, Kansas and the Soil Survey of Chase County, Kansas. These are publications of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture Natural Resources Conservation Service in cooperation with the Kansas Agricultural Experiment Station. The climatic data was obtained from the 2021 Kansas Statistical Abstract.

Topographical/Soils Characteristics

Lyon County is predominantly located in the Osage Cuesta physiographic province. This is a hill-plain or broad terrace panorama with eastern slopes of the hills steeper than the western slopes. There is also a plentiful limestone supply in this region. Elevations in Lyon County range from 1060 to 1530 feet above sea level (Source: Soil Survey of Lyon County Page 1). Section 13.B contains the general soils map for Lyon County.

Chase County is predominantly located in the Osage Cuesta Plain section of the Central Lowlands and the Flint Hills Uplands physiographic provinces. The Flint Hills region stretches north and south across Kansas with elevation

differences varying from 100 to 400 feet. This area is named for the chert or flint rock that covers the bluestem slopes. Elevations in Chase County range from 1100 to 1500 feet above sea level (Source: Soil Survey of Chase County Page 62). Section 13.B contains the general soils map for Chase County.

Climatic Characteristics

The climate for both counties is characterized by large variations in temperature and rainfall. Winter conditions generally last from December to February. The warm temperatures typical for summer last about six months. The remaining three months are transitional periods for the spring and fall seasons. The average temperature for the region is 56 degrees Fahrenheit. During the summer months, 75% of the days are sunny. The sunny days fall to 55% in the winter months. The prevailing wind is from the south and is the supply of moisture-laden air from the Gulf of Mexico. The average yearly precipitation is 33.8 and 38.6 inches for Chase County and Lyon County, respectively. Even though the precipitation is generally adequate, the distribution of rainfall is relatively poor. Periods of drought lasting for several weeks are common during the summer growing season. Table 1.6 shows the average temperature and precipitation from 2016 to 2021 for Chase County, Lyon County, and the State of Kansas.

Table 1.6 Regional Climatic Data Average (2016 -2021)		
Region	Precipitation (inches)	Temperature (F)
Chase County	34.8	55.8
Lyon County	48.6	55.8
State of Kansas	27.3	55.9
Source: Kansas Statistical Abstract 2021		

Location Restrictions

- Airport Safety - The existing City of Emporia/Lyon County Transfer Station is located five miles (six miles by road) from the City of Emporia Municipal Airport and, thus, poses no immediate threat to the safety of air traffic.
- 2. Flood Plain - The old Lyon County Landfill is located in the Flood Plain of the Cottonwood River in a river alluvium setting. Most of the landfill would be affected by the 100-year flood; however, no property damage would be created. The transfer station is located in the 500 year Flood Plain.
- 3. Wetlands - The Corps of Engineers determined in April of 1988 that no wetlands existed in the area of the existing Lyon County Landfill. The transfer station is also located outside of any wetland's region.
- 4. Fault Areas - Neither Lyon County nor Chase County lies within the boundaries of a known fault.
- 5. Seismic Impact Zones - All of Chase County and the southern half of Lyon County are in a Zone 1 earthquake area in accordance with the 1991 Uniform Building Code (Zone 0 being the least active and Zone 4 being the most active). The northern half of Lyon County is in a Zone 2A earthquake area.
- 6. Unstable Areas - Neither Lyon County nor Chase County has any known unstable areas

Note: The City of Emporia/Lyon County Landfill stopped accepting most types of Solid Wastes on April 7, 1994. Closure of Existing Municipal Solid Waste Landfill was completed April 4, 1997.

Drainage Basins

There are two major drainage basins in Chase County: the Cottonwood River and the Verdigris River. Lyon County has four permanent flowing streams: the Cottonwood, Neosho, Marais des Cygnes, and Verdigris Rivers. The streams all flow in a southeasterly direction.

1.f Future Population Growth and Areas of Populations

Table 1.7 shows the projected populations from year 2015 to year 2045 for the Chase and Lyon County Region.

Table 1.7 Population Projections			
Year	Kansas	Chase County	Lyon County
2020	2,916,641	2,598	33,526
2025	3,028,726	2,508	3,671
2030	3,131,917	2,417	30,808
2035	3,231,168	2,307	29,716
2040	3,322,617	2,179	28,530
2045	3,398,563	2,033	27,309
2050	3,461,365	1,894	25,994
% Change	18.9%	-33.8%	-24.42%
Source: Kansas Statistical Abstract 2021/Census 2020,			

1.g Summary The area being studied consists of one first class city and 13 third class cities and rural regions for a total year 2021 population of 33,526 persons. Seasonally, this number fluctuates due to enrollment at Emporia State University. The population for the area is expected to remain stable or trend slightly higher.

SECTION 2 LOCAL TRANSPORTATION NETWORK

2.a Highway System

Introduction

Separate general highway maps are provided in Section 13.c for Lyon County and Chase County. The two county regions are served by federal and state highway systems including the Kansas Turnpike Authority. Section 13.c also contains a city map of Emporia, KS along with general soil maps for Chase and Lyon County.

Lyon County/City of Emporia

Lyon County is served by KTA, Interstate 35, US Hwy 50, US Hwy 56, State Hwy 99, State Hwy 130, State Hwy 170 and State Hwy 78.

The Kansas Turnpike Authority (KTA) runs diagonally southwest northeast through Lyon County along the northwest side of Emporia. Northeast of Emporia the KTA is referred to as Interstate 335. Southwest of Emporia the KTA is referred to as Interstate 35. The breakpoint of I-35/335 is at the toll booth on the west side of Emporia where I-35 leaves the KTA and runs east-west along the north side of Emporia to the east county line.

US Highway 50 runs east-west through the center of Emporia and Lyon County. US Highway 50 intersects the KTA on the west side of Emporia and joins I-35 on the east side of Emporia.

State Highway 99 runs north south through Lyon County and the center of Emporia where it intersects U.S. Highway 50. State Hwy 99 also intersects I-35 on the north side of Emporia.

State Highway 130 serves as a north-south collector on the east side of the county. It joins the communities of Hartford and Neosho Rapids to I-35.

State Highway 170 starts at an intersection with State Hwy 99 in the eastern half of the county and runs east out of Lyon County through the community of Reading.

U.S. Highway 56 runs east west through the north half of Lyon County where it intersects the KTA, State Hwy 99, and State Highway 78. At the U.S. Hwy 56/KTA intersection, there is a toll booth (Admire Exit) allowing traffic to access the Interstate Highway System.

East of this intersection 1.5 miles, State Highway 78 runs south for 1 mile to the unincorporated town of Miller.

Chase County

Chase County is served by U.S. Hwy 50, State Hwy 150, and State Hwy 177. KTA I-35 also crosses through the county with the nearest on-ramps at Emporia to the east and Cassoday to the south.

U.S. Highway 50 runs in a general east-west direction through Chase County and State Highway 177 runs north-south through the county. State Hwy 177 intersects US Hwy 50 one mile west of Strong City.

State Highway 150 branches off from U.S. Highway 50 south of Elmdale and runs west out of the county.

Kansas Turnpike Authority/Interstate 35 runs diagonally southwest-northeast across the southeastern part of the county. There are no on-ramps to the Interstate Highway System in Chase County.

2.b Limitation On Roadway Network

Currently, the only known limitation on the network is for a culvert on South Avenue west of Prairie Street. The

culvert is currently posted for 15-26-30 tons for the three legal trucks. A permit will be required to exceed the observed posted load limit. There are no applicable truck routes, local ordinances, or hours of permitted use.

2.c Most Frequently Used Haul Routes

Collection

The City of Emporia is the most frequent user of the existing facilities. For this reason, city streets are the most frequently used collection routes within the system. Other frequently used collection routes are the individual city and county public roads and streets. Burlingame Road, Americus Road and US Highway 177 are most frequently used by other collection services. Interstate 35, US Highway 50, and Kansas Highway 99, also play important roles in the collection of refuse throughout the system.

Disposal

The disposal route is 174 miles round trip at a year 2014 average frequency of 98 trips per month. The route utilizes public roads and streets: South Avenue, Prairie Street, US Highway 50, Kansas Turnpike 335, and US Highway 24. (See Table 3.1 Number of Loads Transferred)

SECTION 3 Solid Waste Generation Information

3.a Analysis of Non-Hazardous Solid Waste Generation

Introduction

This section describes the types of materials produced within the region. In order to understand the solid waste flow of a region, one must know where and what kinds of wastes are produced. Generally, the Lyon-Chase County area is an agricultural region. However, just over two-thirds of the total population resides in the city of Emporia where manufacturing is a significant source of employment.

According to the Regional Development Association of East Central Kansas and the Kansas Labor Market:

The primary labor market for the city of Emporia is Lyon County. In the past ten years the civilian labor force has varied from 18,410 workers in 2011 to 16,598 workers in 2021. From 2011 to 2021 the annual unemployment rate varied from 6.4% in 2011 to 4.8% in 2021.

The first quarter of 2008, Tyson Foods had a major layoff of 1,800 workers. The peak unemployment rate in 2008 was 7% in May; 6.7% in June; 6.8% in July; and 6.1% in August 2008. The average unemployment rate for 2010 was 6.3%, an all time high for Lyon County, Kansas.

In the second quarter of 2010, Hill's Pet Nutrition manufacturing plant started production and there was modest increase in trash collections. The December 2018 unemployment rate for Lyon County was 3.5% with a total Civilian Labor Force of 16,617.

Inventory of Non-Hazardous Solid Wastes

Table 3.1 shows the amounts of waste accepted at the Lyon County/City of Emporia Transfer Station for disposal at Hamm's Landfill. After January of 1997, friable asbestos wastes are not accepted for disposal. Table 3.2 shows amounts of waste processed at the transfer station facility and not disposed of at Hamm's Landfill. Refer to Table 3.1 for special concentrations of solid wastes such as medical wastes, contaminated soils, and household hazardous wastes.

Note: Free trash is substantially lower in 2020 due in part to not having Spring Landfill Days because of the Covid pandemic. Another factor is that tonnage from the Property Enforcement Program is now cross-charged to the city.

Table 3.1 Wastes Transferred to Hamm's Landfill (Tons)

Source	Year				
	2021	2020	2019	2018	2017
Free Refuse (Transfer Station)	1.63	1.37	157.62	189.51	334.74
Mixed Loads (Transfer Station)	3,232.55	3,837.20	3,562.48	3,719.80	3,212.06
Recycling Center Refuse	25.52	28.61	28.91	17.93	13.97
Lyon County Hazardous Waste	13.45	15.47	14.88	17.74	20.95
City of Emporia Refuse Truck	13,726.77	12,947.46	13,447.88	13,015.51	12,918.49
City of Emporia Roll Off Service	17,058.76	15,055.55	13,194.36	12,443.14	11,803.11
Steve's Trash Service	1,240.50	1,013.50	1,300.36	909.51	1,267.55
Waste Management Service	227.45	231.88	150.58	52.02	107.23
Cottonwood Falls	853.28	814.69	856.32	838.48	808.28
Trash- C & D	16.21	15.52	26.99	14.17	18.07
Transfer Station Subtotal	36,639.31	34,190.49	32,717.49	30,963.80	30,513.45
Actual Transfer Amount	35,893.48	33,682.70	32,261.43	31,527.32	30,118.18
% At Point Reduction	2.04%	1.49%	1.39%	1.37%	1.89%
Number of Loads Transferred	1,564	1,476	1,409	1,374	1,313
Source: City of Emporia Transfer Station Log					

Note: Latest figures from the US EPA indicate that US waste generation of municipal solid waste declined by 3.2% in 2008, representing the second straight year of decline. A decline of 3% from 2008 to 2009 for U.S. & Canada was reported by Waste Business Journal

Inventory of Non-Hazardous Wastes Continued...

Table 3.2 Wastes Diverted and Not transferred to Hamm's Landfill (Tons)					
Substance Disposed	Year				
	2021	2020	2019	2018	2017
Construction & Demolition	9,328.23	10,317.98	10,257.22	8,595.38	7,422.73
C & D Government	3,765.51	3,777.89	5,443.15	9,470.11	4,833.93
Compost	767.01	957.07	882.29	868.47	1,083.41
Brush & Wood	3,094.10	4,841.67	6,180.08	3,943.66	4,314.29
Processed Tires	407.07	400.60	379.31	337.80	330.50
Pallets					149.50
C & D Landfill Subtotal	18,054.37	20,295.21	23,142.05	23,215.48	17,939.86
Gallons Oil	1,233	1,626	1,287	1,592	1,418
Number of Small Tires	1562	941	835	698	1,354
Number of Split Large Tires	18	454	9	21	51
Number of Appliances	159	124	103	110	143
Source: City of Emporia, Landfill Report					

Note: Some used oil is burned in the oil furnace at Recycling Center. As of 2018, pallets are included in the C & D tonnage.

Note: The Transfer Station received 417 large tires in June 2020.

3.b AREA DEVELOPMENT

General

One way to judge the area development for a community is by the number and value of the building permits issued. The City of Emporia, Americus, Cottonwood Falls, and Lyon County are currently requiring the issuance of a permit prior to construction.

Table 3.3 Building Permits Issued in the Region					
Americus			Cottonwood Falls		
Year	Permits	Value	Year	Permits	Value
2017	25	\$172,405	2017	10	\$1,281,520
2018	20	\$203,188	2018	6	\$69,000
2019	38	\$1,001,117	2019	12	\$442,210
2020	40	\$654,403	2020	10	\$12,974,711
2021	48	\$291,862	2021	9	\$174,900
Emporia			Lyon County		
Year	Permits	Value	Year	Permits	Value
2017	429	\$39,861,843	2017	8	\$1,385,000
2018	705	\$37,007,253	2018	11	\$1,958,750
2019	731	\$23,364,363	2019	9	\$1,549,500
2020	810	\$43,150,843	2020	10	\$1,911,000
2021	755	\$62,810,742	2021	8	\$1,589,000
Source: Americus City Clerk, Cottonwood Falls City Clerk					
City of Emporia Building Permit Report, Lyon County Zoning Administrator					

Multi-Family Residential Development

Multi-family residential development is primarily in the City of Emporia. Table 3.4 shows the number of units built in Emporia from 2017 thru 2021.

Table 3.4 Multi-Family Building Permits Issued	
Year	Permits & Units
2017	22 Permits – n/a Units
2018	2 Permits - n/a Units
2019	32 Permits - n/a Units
2020	27 Permits - n/a Units
2021	28 Permits - n/a Units
Source: City of Emporia Building Permit Report	

Commercial Development

Table 3.5 Commercial Development						
Year	New Construction		Additions & Alterations		Demolition	Total
	Permits	Valuation	Permits	Valuation	Permits	
2017	8	\$13,434,617	52	\$7,773,607	0	\$21,168,224
2018	3	\$2,266,416	49	\$4,109,208	1	\$6,375,624
2019	6	\$5,364,572	48	\$7,324,571	2	\$12,689,144
2020	3	\$7,055,385	51	\$114,437	0	\$6,370,183
2021	1	\$3,990,000	45	\$14,967,335	4	\$0.00
Source: City of Emporia Building Permit Report						

One tool used to assess the commercial development of a community is to review the number of building permits issued. Table 3.5 shows the commercial construction permits issued for new construction, alterations and additions, demolition, and their respective valuations.

Note: No Value for Demolition

Industrial Development

One tool used to assess the industrial development of a community is to review the number of building permits issued. Table 3.6 shows the industrial construction permits issued for new construction, alterations and additions, demolition, and their respective valuations.

Table 3.6 Industrial Development						
Year	New Construction		Additions & Alterations		Demolition	Valuation
	Permits	Valuation	Permits	Valuation	Permits	
2017	3	\$3,615,000	12	\$36,000	0	\$3,687,000
2018	7	\$17,481,005	1	\$527,328	1	\$18,008,333
2019	1	\$50,000	1	\$6,000	0	\$0.00
2020	1	\$56,000	2	\$287,500	0	\$0.00
2021	0	\$0.00	8	\$2,069,000	2	\$0.00
Source: City of Emporia Building Permit Report						

Emporia currently has four Industrial Parks:

- Industrial Park I opened in 1955. The park on Industrial Road covers 160 acres and is fully developed.
- Industrial Park II opened in the mid-1970. The park covers approximately 130 acres and have a 5.85 acre tract and a 35.92 acre tract site available for development. Current tenants include: Emporia Kenworth, Glendo Corporation, Detroit Diesel, Kansas Motor Freight, EVCO, Kansa Technology, and Safeway Pet Food.
- Industrial Park III saw its first development late in 1996. The park covers 208 acres of which 119 acres are occupied and 89 acres available in size ranging from 13.7 to 23.4 acres. Current tenants include: Simmons Pet Food, and Camoplast. East Industrial Park III covers 78.28 acres of which 25.5 acres is occupied by Norfolk Iron And Metal Company. Hill's Pet Foods constructed a pet food manufacturing facility and began production in 2010 in an expansion of East Industrial Park III.
- Industrial Park IV covers 151 acres on the West side of Emporia and is currently available to develop.

Manufacturing companies account for only 1.5 percent of the total firms in Lyon County however, manufacturing companies employ 40 percent of the total labor force.

Table 3.7 lists firms in the City of Emporia with over 100 employees.

Table 3.7 Employers in the City of Emporia with over 100 Employees		
Employer	# Employees	Description
Simmons Pet Food	1400	Private Label Pet Food
USD #253	991	School District
Tyson Fresh Meats	934	Meat Processing
ESU	724	University
Hostess Brands, LLC	557	Food Production
Newman Regional Health	440	Hospital
Lyon County	271	County Government
City of Emporia	247	City Government
Hopkins Manufacturing	232	Automotive Products
Wal-Mart	183	Retail Sales
Michelin	170	Rubber Products
Norfolk Iron & Metal	147	Steel Distribution
Mental Health Center	145	Health Services
Fusion	134	Telecommunication
EVCO	122	Wholesale Food Distribution
Hills Pet Nutrition	122	Pet Food
Vek-Tek	110	Hydraulic Equipment
Source: Emporia Chamber of Commerce October, 2022		

3.c Economic Condition/Standard of Living: Employment/Unemployment

Table 3.8 Labor Market Summary Estimates - 2020	
Emporia Micro-Area (Chase & Lyon Counties)	
Civilian Labor Force	18,306
Employment	17,792
Unemployment	514
Unemployment Rate	3.4%
Source: Kansas Statistical Abstract 2021	

Purposes and Uses of the County Business Patterns

County Business Patterns provides sub-national economic data by industry. The series is useful for studying the economic activity of small areas; analyzing economic changes over time; and as a benchmark for statistical series, surveys, and databases between economic censuses. Businesses use the data for analyzing market potential, measuring the effectiveness of sales and advertising programs, setting sales quotas, and developing budgets. Government agencies use the data for administration and planning.

Table 3.8A 2020 County Business Patterns				
Industry	Chase County Establishments	Chase County Employment	Lyon County Establishments	Lyon County Employment
Total	66	515	831	11,698
Agriculture, forestry, fish, hunt	B	B	0	360
Mining	A	B	5	33
Construction	4	B	66	646
Manufacturing	3	B	37	2,712
Wholesale Trade	2	C	28	249
Retail Trade	11	56	157	863
Transportation & Warehousing	6	35	34	738
Information	1	A	16	202
Finance & Insurance	5	10	57	294
Real Estate & Rental & Leasing	2	A	39	C
Professional & Technical Services	5	A	49	132
Management of Companies & Enterprises	0	0	3	A
Administrative & Waste Services	0	0	34	269
Educational Services	0	0	7	C
Health Care & Social Assistance	3	C	104	1,624
Arts, Entertainment & Recreation	3	A	9	107
Accommodation & Food Service	6	B	95	495
Other Services, (Except Public Administration)	14	22	97	503
Source: U.S. Census Bureau, 2020				
Note: A=0-19 employees, B=20-99 employees, C= 100-249 employees, D=Withheld to avoid disclosing data for individual companies.				

Income

One standard by which to measure the purchasing power of a community is to figure the Median income.

Table 3.9 shows 2020 per capita income.

Table 3.9 Per Capita Income & Households & Families	
Per Capita Income 2015	
Chase County	\$56,852
Lyon County	\$43,035
State of Kansas	\$56,099
Source: Kansas Statistical Abstract 2021	

Educational Attainment

Another factor affecting the quantity of waste generated within a community is the educational level attained by the residents. Table 3.10 shows the number of persons in each county, the City of Emporia, and the State of Kansas who have attained but not surpassed the listed educational level.

Table 3.10 Educational Attainment (Persons 25 years and older)			
Education	Chase County	Lyon County	State of Kansas
Persons 25 Years and Older	1,823	19,919	1,911,990
Less Than High School	112	2,386	494,226
High School Graduate	533	6,242	603,778
Some College or Associates Degree	684	5,942	410,344
Bachelors Degree	369	3,316	238,269
Graduate or Professional Degree	125	2,033	165,373
Source: Kansas Statistical Abstract 2021			

Housing

Table 3.11 shows the number of housing units for 2010 and 2020 and the percentage of change in the ten years. Table 3.12 shows the number of rental and vacant housing units; the median property values, vacancy rates, and rental rates are also supplied. Table 3.13 supplies the age and size as well as percentages of the units using treated water and public sewer. The number of housing permits issued in the City of Emporia from year 2017 thru year 2021 is supplied in Table 3.3 in Section 3.b

Table 3.11 Housing Units			
Region	2010	2020	% Change
Chase County	1,503	1,491	-0.8
Lyon County	15,237	15,334	0.64
Emporia	11,352	11,274	0.69
Kansas	1,233,215	1,288,430	4.48
Source: U.S. Census Bureau 2020			

Table 3.12 Housing Units					
Region	Total	Vacant	Median Value	Rental Units	Median Rent
Chase County	1,494	443	\$103,600.00	209	\$570.00
Lyon County	15,957	1,765	\$106,800.00	4,781	\$674.00
Emporia	11,274	13,41	\$88,900.00	3,797	\$668.00
Kansas	1,288,430	150,101	\$163,200.00	297,652	\$862.00
Source: U.S. Census 2020					

Table 3.13 Housing Characteristics – Estimated 2011						
County	Total Units	Built Prior to 1939	≤ 1 Bedroom	≥ 4 Bedrooms	Lack Plumbing	Lack Kitchen
Chase	1,491	35.9%	7.1%	20.1%	0.5%	1.4%
Lyon	14,957	28%	11.5%	13.1%	1%	0.5%
Source: U.S. Census 2020						

Assessed Valuation

The assessed valuation is determined by multiplying the appraised value by the tax levy (assessment) rate. The assessment rate is a variable that differs depending on the type and usage of the property involved. The appraisal value of a property is determined by the county appraiser in most cases. However, the Kansas Department of Revenue Division of Property Valuations conducts the appraisals of railroads, interstate trucking, and most utility companies. The utility companies appraised at the state level include but are not limited to multi-county electrical cooperatives, gas/fluid pipelines, telephone services, and other multi-county services-oriented utility companies. Table 3.14 shows the year 2021 assessed valuation of the two counties by city and a total county valuation.

Table 3.14 Assessed Valuations		
County	City	2021 Valuations
Chase	Cedar Point	\$362,006
	Cottonwood Falls	\$4,242,837
	Elmdale	\$286,413
	Matfield Green	\$356,177
	Strong City	\$2,022,608
	County - Wide	\$7,270,180
Lyon	Admire	\$455,879
	Allen	\$686,369
	Americus	\$3,915,795
	Bushong	\$91,725
	Emporia	\$184,397,508
	Hartford	\$1,671,305
	Neosho Rapids	\$1,179,738
	Olpe	\$3,559,585
	Reading	\$890,039
	County - Wide	\$196,847,943

Source: Chase County Clerk and Lyon County Clerk

3.d Waste Collection Frequency

Lyon County

City	Frequency	Vendor
Admire	Once per Week - Thursday	Waste Management
Americus	Once per Week - Tuesday	Steve's Trash Removal
Americus Rural Area	Once per Week - Monday	Steve's Trash Removal
Emporia	Once per Week - Automated Polycart MTTHF Route	City of Emporia
Hartford & Local Rural Area	Once per Week - Wednesday	Waste Management
Neosho Rapids & Local Rural Area	Once per Week - Wednesday	Steve's Trash Removal
Olpe & Local Rural Area	Once per Week - Monday & Thursday	Steve's Trash Removal & Waste Management Services
Reading & Local Rural Area	Once per Week - Tuesday	City of Osage

Chase County

City	Frequency	Vendor
Strong City	Once per Week - Monday	City of Cottonwood Falls
Elmdale, Toledo	Once per Week - Monday	Steve's Trash Removal
Cottonwood Falls	Once per Week - Thursday	City of Cottonwood Falls
Matfield Green	Once per Week - Wednesday	Steve's Trash Removal

Note: The City of Cottonwood Falls purchased refuse trucks and started providing service in 2012.

3.e Heating Energy Sources

The heating energy source can greatly affect the quantity of solid waste to be disposed. Natural gases and electricity produce no residue for disposal. Other residues coming from wood and coal frequently cause fires in collection and transportation vehicles and landfills. Table 3.15 shows the percentages of occupied houses in year 2021 by source used for household heating.

Table 3.15 Occupied House Heating Fuel					
County	Units	Utility Gas	Propane Gas	Electric	Other
Chase	1,082	44.3%	28.2%	18.5%	4.5%
Lyon	13,561	54.1%	12.1%	30.8%	0.4%
Source: Kansas Statistical Abstract 2021					

3.f Recycling and Re-use

The City of Emporia recycles many materials at the Recycling Center located at 3100 W. South Avenue. Other salvagers and recyclers are contained in Section 4.B. Table 3.16 contains a list of items recycled at the City of Emporia Recycling Center as well as a column of items, by tonnages, removed from the transfer station solid waste stream for recycling *As of June 2015, recyclable materials are no longer separated with the exception of cardboard, metals, and minimal office paper. This would account for the decrease in tonnage for 2016 as well as most line items containing zeros*

Two methods of reuse utilize city forces. At-point reduction of materials occurs when a transfer station employee notices an easily salvageable item (i.e. paper, wood, metal, appliances, etc.). The employee literally picks up the item and sets it aside to recycle or reuse. At times of high volume flow this task is impossible to undertake; however, the city employees do significantly reduce the amount of solid waste transferred to a Hamm's Landfill.

Table 3.16 Recycled Material/City of Emporia Recycling Center					
Product	2021	2020	2019	2018	2017
Glass	0.00	0.00	0.00	0.00	0.00
Metals, Aluminum	1.20	1.29	1.90	0.86	1.83
Metals, Iron	150.79	168.32	118.37	100.42	164.19
Metals, Precious	0.40	7.26	2.06	0.56	1.07
Metals, Steel Cans	0.00	0.00	0.00	0.00	0.00
Oil	7.06	6.50	7.36	1.41	0.06
Pallets	0.00	0.00	0.00	0.00	0.00
Paper, Books	0.00	0.00	0.00	0.00	0.00
Paper, Magazines	0.00	0.00	0.00	0.00	0.00
Paper, News	0.00	0.00	0.00	0.00	0.00
Paper, OCCB	1127.41	1061.81	1039.35	1038.09	970.74
Paper, Office	0.00	0.00	0.00	0.00	0.00
Plastic, #1 PET	0.00	0.00	0.00	0.00	0.00
Plastic, #2 Color	0.00	0.00	0.00	0.00	0.00
Plastic, #2 Natural	0.00	0.00	0.00	0.00	0.00
Total Tons	1286.86	1382.40	1448.92	1436.09	1424.02
MRF Tons	1368.90	1245.18	1384.97	1388.97	1383.74
Source: The City of Emporia Recycling Report					

There was an average of 23 tons per trip transferred to a Hamm's Landfill in 2012. The 2012 at-point reduction of recyclables at the transfer station was 785 tons (34 trips).

Note: **Advantage Metals** collects and ships over 11,000 Tons of Iron and 2,000,000 Pounds of Non-Ferrous per year.

3.g City and County Regulation

Lyon County

At the present time, there are no observed Solid Waste Regulations for Lyon County.

City of Emporia

Chapter 23 of the Code of the City of Emporia, Kansas deals with the regulating of solid waste and general practices by the community, the municipal collection service, any private trash haulers, the landfill, and recycling. Section

13.D contains Chapter 23 of the Code of the City of Emporia and amendments and ordinances last updated December 1, 2009.

3.h New Construction & Demolition Work

Section 3.a contains the information on permits

issued for construction within the City of Americus and the City of Emporia zoning district. The City of Americus and the City of Emporia are the only municipalities in the two county regions which require a building permit prior to construction and, thus, are the only entities which have a record of new construction and demolition work taking place year-to-year.

Table 3.17 Construction and Demolition Waste					
Description	2021	2020	2019	2018	2017
C & D Waste, General	9,328	10,317	10,257	8,595	7,422
C & D Waste, Government	3,765	3,777	5,443	9,470	4,833
Total Tons	13,093	14,095	15,700	18,065	12,256
Source: City of Emporia Landfill Report					

Table 3.17 contains the amount of construction and demolition wastes which have been disposed of at the transfer station.

General construction/demolition waste is generated by the general public. Governmental C/D waste is the disposal of government project generated waste.

3.i Education

Natural Resources Advisory Board:

The Natural Resources Advisory Board improves public information about Recycling, Arbor Day, and Storm Water Pollution. An educational commercial has been produced and airs on local access channels.

Kansas Department of Health and Environment: The KDHE Bureau of Waste Management sponsors the Kansas: Don't Spoil It program. The program is funded through the state landfill tipping fee and is an integral part of the educational portion of the State of Kansas Solid Waste Management Plan. The Corporate Communications Group, Inc. was selected to develop and implement the program through a public bidding. Section 13.G contains the Kansas: Don't Spoil It 1997 Public Education Specialties Catalog and information supplied by the KDHE to show the public awareness products available to county and municipal governments

Lyon County Environmental Health: Lyon County Environmental Health often addresses solid waste issues in general presentations made to the public. The format of these presentations is a slide show.

Natural Resources Advisory Board – Beginnings

In 1989, largely at the urging of local residents, the City of Emporia undertook an experiment on the practicality of curbside recycling in one small neighborhood. Wisely, the decision was made to start small and to emphasize education of the public. Each household recruited into the program received a set of three plastic receptacles for separating recyclable materials. Regular trash service was maintained but in addition a City Sanitation crew picked up the recycled materials once a week. Careful separate weight records were maintained for trash and for recycled materials. Before the trial run, volunteers from the League of Women Voters of Emporia went house to house to explain the program to homeowners. By the end of the experiment, all participants, including the League volunteers, the City Sanitation Department and the neighbors, were pleasantly surprised by the high level of neighborhood cooperation and by the success in terms of percent of waste stream diverted to recycling.

The Emporia City Commission established the Recycling Advisory Board in 1990 (City Ordinance 90-20) and mandated that the Board "improve public information in recycling." The Board originally consisted of four members named by the City Commission and one named by the Lyon County Commission. As the Board broadened its

educational mandate, additional persons were drawn in. Currently working with the Board is: the director of the Flint Hills Resource Conservation and Development Council, a representative of the Cooperative Extension Service and the Supervisor of the Emporia Sanitation Division.

Natural Resources Advisory Board – Beginnings... continued

In 2005 the Recycling Advisory Board was blended into the new Natural Resources Advisory Board. Membership includes appointees from Chase and Lyon Counties and the City of Emporia to include no less than eight or more than twelve members. In addition to speaking to school groups and to service organizations, members of the Board have taken on a number of projects as indicated on the following pages.

Recycling Awards: Starting in 1992, the Recycling Advisory Board annually present recycling awards at a public meeting of the Emporia City Commission. In a typical year, two top C.A.R.E. (Community Area Recycling Excellence) awards and six master recycler awards are presented.

Brochure: Since 1994, the Recycling Advisory Board has produced an informational brochure on recycling in the Emporia area. In addition to telling what materials are accepted at the Emporia Recycling Center and by the Lyon County Household Hazardous Waste Facility, the brochure indicates where a wide variety of materials including such items as scrap iron, old clothing and old furniture – are accepted for reuse. Copies of the brochure (see Attachment 13.I) are available at public places such as the Water Department, Police Department and libraries. An attempt is made to distribute brochures to a wide cross-section of groups in Emporia, including churches, scout groups, social organizations and study groups. Since 1998 the brochure has been distributed as an insert in the regional Shopper to Chase County residents and to Lyon County residents outside Emporia, with the two County Commissions footing the distribution bill.

Earth Day Outing for Fifth Graders: In 1996, the Recycling Advisory Board organized an outdoor experience for approximately 300 Emporia public school 5th grade students at Camp Alexander. This was a success and has been repeated each year since then. A second day has been added so the event now includes all of the public school fifth graders in Lyon County. Classroom groups rotate through a series of activities and demonstrations, including nature hike, tree planting, conservation artwork, insects, aquatic invertebrates or birds, home recycling, groundwater, surface water and household hazardous waste. Camp Alexander is on the Neosho River, about 6 road miles east of Emporia on a hilly farm site donated by Edward Jones Alexander who came to this area in the 1880s. The Recycling Advisory Board members continue to be presenters, but as of 2000, the Camp Alexander staff has taken over administrative responsibility for the Earth Day events.

Phone book recycling: Starting in 1993, the Recycling Advisory Board has worked with Southwestern Bell and Dillon's Stores to set up bins to encourage recycling of old phone directories. Since 1996, the sixth graders at Emporia's Lowther North School have worked with the Recycling Advisory Board in this "Project Re-directory." In both 1996 and in 1999, the students collected enough directories to overfill the Sanitation Department's large stock trailer.

America Recycles Day: The Recycling Advisory Board has been a part of this national event since 1998. Recycling in the Emporia area is encouraged in the following ways: recycling pledge cards are made available at the Recycling Center, Wal-Mart, and both Dillon's Stores and in Lyon County schools. The pledge cards are put into a local drawing for local prizes including a mulching mower donated by the City, a bicycle donated by Wal-Mart and other prizes donated by local merchants. The pledge cards are then forwarded to the national organization for a national drawing.

Recycling video tapes: Former Recycling Advisory Board Chair Ann Havenhill in 1999 was recognized by the J.C. Penney Foundation for her volunteer service. She designated that the \$1000 cash award go to produce three 30-second public service announcements and a twenty-to-thirty minute educational video to be used by the Recycling Advisory Board members in local presentations to student groups, service clubs, etc. The Public Service Announcements have been shown on Emporia and Topeka cable outlets.

Recycling Trailers: The City of Emporia Sanitation Department owns a large stock trailer. The trailer was used for picking up large volume recyclables from its business routes. In 1995, Emporia Senior Girl Scout Keyna Bogner proposed that the trailer be fitted with barrels and used as a weekend drop-off site for recyclables for east side residents who live farthest from the Emporia Recycling Center. Her project has continued with two changes: the trailer is no longer manned and it has been moved to a more public site, at the parking lot of Emporia's east Dillon's grocery store.

In 1998, the Recycling Advisory Board initiated another remote collection site, this one in Americus (population approximately 1000, about 10 road miles northwest of Emporia). On two afternoons of each month, the City's stock/recycling trailer was made available for citizens to drop off recyclable materials. The sixth, seventh and eighth grade science students at the Americus Elementary School supervised the sorting of recyclables and the school janitor donated the use of his heavy-duty truck to pull the trailer

In April 1999, the Recycling Advisory Board working with the Flint Hills Resource Conservation and Development Council submitted a Solid Waste Management Grant proposal to KDHE to extend the recycling trailer idea to other small Lyon and Chase County communities in the Emporia region. The proposal was funded and two trailers started operating in October 1999. Each of the following towns currently stages the trailers twice per month: Americus, Admire, Hartford, Reading, and Neosho Rapids in Lyon County; and Strong City and Cottonwood Falls in Chase County. The City of Olpe stages a trailer once per week in Lyon County. Matfield Greene and Cedar Point use a trailer once per month in Chase County; and the trailer is set at Kahola Lake on major summer holidays. Each county commission provides a truck and driver to move the trailers for its communities and the staff of the Emporia Recycling Center unloads the trailers and readies them for their next run.

In January 2004 the Flint Hill Resource Conservation and Development Council received two Recycling Trailers purchased with KDHE Grant Program funds to be used in the region.

Note: In 2016 Chase County purchased a single trailer to service Cedar Point, Cottonwood Falls, Kahola Lake, Matfield Green, & Strong City. The trailer is now brought in once its full after setting at multiple locations. There are no longer individual weights for each of these towns.

Year	2021	2020	2019	2018	2017
Admire	12,590	14,100	11,960	11,950	10,250
Americus	16,990	20,020	16,940	9,540	5,630
Hartford	19,610	20,530	21,870	17,360	14,390
Neosho Rapids	12,990	14,520	13,740	13,460	10,910
Northern Heights	7,770	6,740	8,600	7,880	6,400
Olpe	77,540	77,970	73,190	79,550	62,530
Reading	13,340	13,860	12,750	12,370	9,190
Cedar Point	0.00	0.00	0.00	0.00	0.00
Cottonwood Falls	0.00	0.00	0.00	0.00	0.00
Kahola Lake	0.00	0.00	0.00	0.00	0.00
Matfield Green	0.00	0.00	0.00	0.00	0.00
Strong City	0.00	0.00	0.00	0.00	0.00
Totals	160,830	153,654	247,760	152,110	119,300

Source: City of Emporia Recycling Trailer Report

In 2011, The Natural Resources Advisory Board was tasked by the Emporia City Commission to explore options and costs for a residential curbside recycling collection program.

The results of this study were presented to the commission on March 28th, 2012.

Note: On September 19th, 2012 The City Commission adopted a resolution of intent as per KS. Statute 12-2036. The resolution of intent must be adopted 180 days prior to passing an ordinance to create a curbside recycling program. A mandatory public hearing was hosted March 11th, 2012. The City Commission adopted Resolution 3515, a Resolution of Intent to create a curbside recycling program on September 19th, 2012. On January 9th, 2013 the City Commission directed that the program be forwarded for consideration of preliminary approval. The residential curbside recycling program was preliminarily approved on January 16th, 2013. The curbside recycling program began services on June 1st, 2015.

3.i Access To Recycling Markets

Access to the recycling markets for Lyon County and Chase County is greatly limited. However, there are several salvage, recycle, and reuse markets in the City of Emporia. Section 4.b of this solid waste management plan contains a current listing of recycling programs within Lyon County and Chase County.

3.k Distribution of Solid Wastes Within The Study Area

Table 3.19 shows the distribution of solid wastes processed at the Lyon County/City of Emporia Transfer Station.

Table 3.19 Waste Received By Source (Tons)					
Refuse Disposed	2021	2020	Year 2019	2018	2017
Refuse Truck, City of Emporia	13,726	12,947	13,447	15,015	12,918
Roll Off Truck, City of Emporia	17,058	15,055	13,194	12,443	11,803
Mixed Loads	3,232	3,827	3,562	3,719	3,212
Refuse Truck, Steve's Refuse Service	1,025	1,227	1,009	1,343	1,267
Refuse Truck, Waste Management Service	227	231	150	52	107
Source: Emporia/Lyon County Transfer Station Log					

3.l Special Concentrations of Solid Waste

This section deals with those wastes which require attention special in nature in order to ensure proper disposal.

Special Concentrations of Solid Waste Accepted at the Transfer Station/Landfill Facility

Table 3.20 shows the special concentrations of solid waste which have been accepted at the transfer station/landfill facility. Construction and demolition wastes are deposited in an area on the west side of the transfer station grounds. Tires received at the landfill are split around their circumference and buried in the tire mono-fill cell. The majority of used oil is sold to a recycler with the remainder burned in an oil burning heater at the Recycling Center. Non-friable asbestos is buried along with other demolition wastes. Friable asbestos is not accepted at the transfer station.

Table 3.20 Special Concentrations of Solid Waste (Tons)					
Description	2021	2020	Year 2019	2018	2017
Compost	767	957	882	868	1,038
Brush & Wood	3,094	4,841	6,180	3,943	4,314
Construction & Demolition	9,328	10,317	10,257	8,595	7,422
Construction & Demolition Gov.	3,765	3,777	5,443	9,470	4,883
Processed Tires (Tons)	407	400	379	337	330
Oil (Gallons)	1,233	1,404	1,287	1,131	1,148
Small Tires (Number)	1,562	941	835	698	1,354
Large Tires, (Number)	18	454	9	21	51
Appliances (Number)	159	124	103	110	143
Source: Transfer Station/Landfill Report					

Special Concentrations Accepted at the Lyon County Department of Hazardous Waste.

The Department of Hazardous Waste is operated by Lyon County personnel. Also, a Satellite Facility is located in Cottonwood Falls. Table 3.21 shows the amount of each item, including pesticides, accepted at the Household Hazardous Waste facility from 2014 through 2018. During this time period, 6,070 residents were served. * 2012, household batteries no longer contain mercury and are not considered hazardous waste.

Table 3.21 Hazardous Waste – Pounds					
Description	2021	2020	2019	2018	2017
CFL's	140	900	5,432	1,240	1,497
Corrosive Acid	1790	962	705	2,942	750
Corrosive Base	1790	962	705	2,605	692
E Waste	29,492	29,501	22,660	58,750	38,700
Flammable/Pesticide Liquids	3,913	3,326	3,046	26,434	19,391
Flammable/Pesticide Solids	0	0	0	0	0
Antifreeze	1,545	7,094	1,207	1,303	1,158
Used Oil (8.0 lb. per gallon)	19,410	17,853	12,499	18,818	11,906
Auto Batteries	210	0	0	351	215
Household Batteries	0	0	0	0	0
Total Pounds Waste Received	102,062	107,323	79,665	112,443	74,309
Total Participants for the Year	2,030	1,235	1,514	1,585	1,428
Total Disposal Costs For the Year	\$21,149	\$21,769	\$31,880	\$55,664	\$21,977
SOURCE: Lyon County Department of Hazardous Waste					

Special Concentrations of Wastes Not Accepted

The Solid Waste Transfer Station and Hazardous Waste Department in Lyon County do not accept several types of wastes which could be described as having concentrations special in nature:

- Abandoned Vehicles – (autos, buses, farm machinery) - Abandoned (out-of-service) vehicles may be taken to automotive salvage yards for recycling, salvage, and reuse.
- Agricultural Wastes – (manure, crop spoilage, crop residue) - Agricultural wastes are generally reapplied to farmland.
- Hazardous Construction/Demolition Wastes – (asbestos, hazardous materials) C/D wastes must be disposed of in an appropriate manner. Asbestos and other hazardous wastes are regulated and therefore require special permits for disposal. For disposal permits and regulations for specific substances, the KDHE should be contacted. The phone number is: (785) 296-1600.
- Dead Animals – (over 80 pounds) - Dead animals are generally picked up for a small charge by rendering companies.
- Medical Waste – Health care providers or commercial generators may dispose of medical waste by permit at Newman Hospital.
- Liquid Waste - Liquid waste is not accepted by the Transfer Station. The Hazardous Waste Department may accept some liquid wastes; dependent on the volume and nature of the waste.
- Septic Wastes – (septic tank sludge) – Septic Tank Sludge is accepted at the Wastewater Plant by permit only.
- Sludge – (car wash mud) – Car wash mud is accepted at the Wastewater Plant by permit.

In October 1997, the City received approval for the closure plan of the City/County Sanitary Landfill. In October of 1998, the Kansas Department of Health & Environment notified the City of Emporia that the sludge from the Wastewater Treatment Plant (WWTP) could no longer be disposed of at the landfill. The sludge from the Wastewater Treatment process is currently stored at the WWTP and is land applied by a private contractor. The WWTP has a 4 to 6 month storage capacity for processed sludge and an approximately 36 ton storage area for car wash mud. The City of Emporia does not accept any Industrial waste that cannot be processed through the Waste Water Treatment system. Domestic Waste will only be accepted by the waste hauler. Acceptance of industrial sludge is at the sole discretion of the City Manager. A list of sludge producers are listed in table 3.22 below.

Table 3.22 Industries Producing Sludge	
Industry/Producer of Sludge	Sludge Disposal Method
Bunge Corporation	Land Applied and Private Licensed Disposal Companies
Camoplast Rockland LTD.	Private Licensed Disposal Companies
Detroit Diesel Remanufacturing	Private Licensed Disposal Companies
Fanestil Meats	Land Applied
Hills Pet Food	Land Applied
Hostess Brands	Land Applied
Kansa Corporation	Private Licensed Disposal Companies
Simmons Pet Food Inc. (Formerly Menu Pet Food)	Land Applied
Vektek Incorporated	Private Licensed Disposal Companies
City of Emporia, KS Waste Water Treatment Plant	KDHE 503 Sludge Regulations

3.m Estimate of the Future Production of Solid Wastes

This section estimates the future production of solid waste by the total Chase County and Lyon County population. The estimate of production of solid wastes is tabulated in table 3.23. Calculations are based on the 2020 population and the 2020 landfill disposal records. The approximate population who disposed of their refuse through the transfer station facilities in 2020 was 26,516. The total Transfer Station Refuse Intake in 2020 was 33,682 tons. The total amount of compost not transferred to a Hamm's Landfill in 2020 was 957 tons. The total amount of construction and demolition waste not transferred to a Hamm's Landfill was 10,317 tons. Using this information and assuming a 3% per five-year population growth rate; future solid waste generation is as follows:

- Waste Received = 3.843
pounds/person/day
- Compost = 0.143
pounds/person/day
- C/D Waste = 1.415
pounds/person/day

Table 3.23 Estimated Future Tons of Solid Waste				
Year	Population	Refuse	Compost	C/D
2025	27,311	34,692	985	10,626
2030	28,130	35,752	1,014	10,944
2035	28,973	36,803	1,044	11,292
2040	29,842	37,907	1,073	11,630
2045	30,737	39,044	1,005	11,978
Source: Transfer Station Report 2021				

SECTION 4 Existing Solid Waste Systems

4.a Current Storage, Collection, Processing, and Disposal Activities

Storage:

- In Emporia, residential solid waste is stored in city owned polycart. Commercial and Industrial Refuse is stored in private and city-owned dumpsters and 10, 20, 30 and 40 cubic yard roll-off units.

Collection:

- Residential Emporia: Municipal curb-side collections are once a week. This service is billed monthly by the city. Commercial Emporia: Depending on the demand, the customers are serviced from once per week up to six times per week. Special pick-up is also provided on an as-needed basis.
- Industrial Emporia: Depending on the demand, the customers are served from once per week up to six times per week. Special pick-up is also provided on an as-needed basis.
- Urban Lyon County/Chase County: Municipal curbside collections are once per week. The service is billed directly to the customer; no special collections are made for grass clippings.
- Rural Lyon County/Chase County: Private haulers pickup solid waste at designated locations and frequency varies with source. This service is billed directly to the customer.
- Medical Waste: Newman Regional Hospital in Emporia is a drop off site for Biological Hazardous Wastes generated by local health care providers. Medical wastes are picked up twice per week by Waste Management Health Care Solutions. Also, medical waste is picked up at the Lyon County Environmental Health Center twice per month. All waste of this nature must be “Red Bagged” and clearly labeled as “Bio-Hazard”.

Transportation:

- En Route to Transfer Station: In Emporia, collection of residential solid waste is conducted by the city which transports the refuse an average of 2-3 miles to the existing transfer station. Primarily, the collection of commercial solid waste is achieved by city provided roll-off units or dumpsters and is picked-up weekly by city collection vehicles (20 cubic-yard rear loading units). However, in some cases, commercial collection is manually completed using curbside or alley service. Transportation at other cities and rural residences is done by private haulers.
- En Route to Hamm’s Landfill: The refuse is transferred using fully loaded semi-trailers owned and operated by Hamm Quarries, to the Hamm Quarries Subtitle D Landfill located in Jefferson County, Kansas. The round-trip distance is 174 miles.

Intermediate Disposal and Resource Recovery

General

The Lyon County/City of Emporia Transfer Station handled **36,639** tons of refuse in **2021**. The total wastes transferred to Hamm’s Landfill was **35,893** tons. This is a recovery of **746** tons or **2.04%** diversion rate for the year. The transfer station is located at 3100 West South Avenue on the southwest side of Emporia. The haul distance for the City of Emporia refuse trucks (the main users) is approximately 2 miles.

Intermediate Disposal and Resource Recovery...General ...continued

The site for the transfer station is situated in a region of Emporia which is not considered an area for prime development. For this reason, there is currently enough land available on-site and surrounding the facility to make any upgrades deemed necessary in the near future.

The transfer station facility is currently capable of handling a much larger amount of solid waste with the addition of minimal staff. The tipping floor is approximately 5400 square feet. Building construction of a new recycling center was completed in early 1999.

Construction/Demolition Landfill

The City of Emporia/Lyon County operates a Construction/Demolition Landfill otherwise known as C&D Landfill. All citizens of Chase and Lyon counties and businesses operating within Chase & Lyon counties may use the landfill.

Items accepted at the C&D Landfill are in accordance with K.S.A. 65-3502 to include solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from construction or demolition projects; motor vehicle window glass; vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup. Such wastes include, but are not limited to bricks, concrete, and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging. Also accepted; wooden pallets; street sweepings (litter removed); floor tile, siding and roofing materials containing non-friable asbestos; trees, brush, sod; metal scrap. (See K.S.A. 65-3502 for complete listing and handling procedures of acceptable materials). The C&D Landfill is being developed in cell phases.

The City of Emporia/Lyon County received notification from Kansas Department of Health and Environment that its updated application for operation of a Municipal Solid Waste Transfer Station, Waste Tire Monofill, Construction and Demolition Landfill, and Yard Waste Composting Facility; Permit #145, received certification on July 6th, 2021.

Currently, additional sites have been identified adjacent to the existing area where new cells can be developed. Landfill life expectancy with new cell development exceeds fifty years at current disposal rates.

Provisions for operations and closure are contained in the C&D Landfill Operations Report (Appendix 13.J) and the Construction Quality Assurance Plan (Appendix 13.k).

Expenditures/Revenues

The tipping fees charged were derived with the idea of off-setting the operating costs of the facility. For this reason, the fees charged for solid waste disposal have substantially increased since the landfill closed in April of 1994. Figure 4.1 shows the expenditures and revenues associated with the transfer station facility and collections. Table 4.1 and 4.2 show the current tipping fees and hours of operation.

Transfer Station Personnel Costs, Contractual Costs, Commodities Costs, Financial Costs, Capital Improvement Costs and Revenues are included within the following City of Emporia budget.

Also, note that Lyon County Government budgets for solid waste expenditures for: illegal dump site cleanup; county recycling program; and emergency equipment loans to the Transfer Station. These costs are not included in the following budget

Figure 4.1

City of Emporia, Kansas
 5 year Budget
 2021-2025
 Revenue Detail and Expenditure Summary
 Cash Basis

SOLID WASTE DISPOSAL FUND

	2018 (Actual)	2019 (Actual)	Est Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024	Budget 2025
BEGINNING CASH	2,263,885	2,447,244	2,903,554	2,441,855	1,891,584	1,209,348	1,190,064	1,311,298
REVENUE								
Refuse Collection Fees	2,719,880	2,986,938	2,700,000	2,700,000	2,835,000	3,543,750	3,543,750	3,632,344
County Contract	-	-	-	-	-	-	-	-
Loss on Sale of Assets	(42,744)	(157,970)	-	-	-	-	-	-
Interest on Investments	46,218	73,647	25,000	30,000	35,000	35,000	35,000	35,000
Trf from Health Ins - Premiums	-	-	-	-	-	-	-	-
Resale of Recyclables	123,205	71,238	50,000	70,000	50,000	50,000	50,000	50,000
Box Container Fees	1,512,097	1,565,415	1,489,439	1,489,439	1,563,910	1,954,888	1,954,888	2,003,760
Landfill Fees	485,361	562,406	557,659	557,659	584,992	728,490	728,490	746,427
Transfers	-	-	-	-	-	-	-	-
Miscellaneous	73,785	17,578	4,998	4,768	4,768	4,800	4,800	4,800
TOTAL RECEIPTS	4,917,801	5,119,252	4,827,096	4,851,866	5,073,670	6,316,928	6,316,928	6,472,331
EXPENDITURES								
Personnel Services	1,535,692	1,641,135	1,847,761	1,976,134	2,037,631	2,118,997	2,203,617	2,291,623
Vacancy	-	-	(90,082)	(37,888)	(39,404)	(40,980)	(42,619)	(44,324)
Maintenance & Repair	230,132	151,511	255,800	262,000	262,000	262,000	262,000	262,000
Commodities	258,668	246,657	267,985	270,225	270,225	271,225	271,225	271,225
Other Charges	68,242	75,675	164,750	168,630	169,730	170,730	170,730	170,730
Capital Outlay	476,745	739,338	503,995	260,000	415,000	614,000	390,000	675,000
Trf to General Fund	25,000	55,564	-	-	-	-	-	-
Utilities	45,090	44,152	49,800	49,850	49,850	49,850	49,850	49,850
Communications	29,275	34,380	41,100	41,100	41,100	41,100	41,100	41,100
Travel & Training	1,749	3,078	7,000	9,250	8,750	8,750	8,750	8,750
Contractual Services	1,321,928	1,368,648	1,481,150	1,643,300	1,743,600	1,844,200	1,844,700	1,845,200
Administrative Fee 17%, 16%	806,264	858,055	759,536	759,536	797,424	996,340	996,340	1,021,205
Change in Liabilities	(64,343)	(555,251)	-	-	-	-	-	-
TOTAL EXPENDITURES	4,734,442	4,662,942	5,288,795	5,402,137	5,755,907	6,336,212	6,195,694	6,592,359
NET CHANGE IN CASH	183,359	456,310	(461,699)	(550,271)	(682,236)	(19,284)	121,234	(120,028)
ENDING CASH	2,447,244	2,903,554	2,441,855	1,891,584	1,209,348	1,190,064	1,311,298	1,191,270
Base for reserve calculation	4,257,697	3,923,604	4,784,800	5,142,137	5,340,907	5,722,212	5,805,694	5,917,359
20% cash reserve amount	851,539	784,721	956,960	1,028,427	1,068,181	1,144,442	1,161,139	1,183,472
Amount over 20% Cash Reserve	1,595,705	2,118,834	1,484,895	863,157	141,167	45,621	150,159	7,798
Percentage	57.48%	74.00%	51.03%	36.79%	22.64%	20.80%	22.59%	20.13%

Revenue continued

Table 4.1 Tipping Fees		
Description	Fees	
Mixed Loads	\$46.15 per ton	\$2.30 per 100 lbs./\$8.00 minimum up to 500 lbs.
Packer Truck Fee	\$43.26 per ton	
Box Pickup - Trash	\$96.01 per ton	
Box Pickup - C&D Waste	\$63.27 per ton	
Box Pickup - Wood	\$45.83 per ton	
Construction/Demolition Waste	\$25.08 per ton/\$8.00 minimum up to 500 lbs or \$1.30 per 100 lbs.	
White Goods (Appliances)	\$29.10 each	
Special Wastes	\$75.76 ton plus administrative & handling fee	
Yard Waste/Brush/Tree Logs	<u>No Charge-for residential</u> Commercial \$10.00 per ton	
Out of Chase or Lyon County	\$67.72 ton minimum plus approval and \$37.62 for C&D	
Industrial Refuse	\$65.21 per ton plus administrative cost (KDHE Disposal Permit Required)	
Tire: 20" or smaller	\$3.20 each	
Tire: 21" - 24.5"	\$6.25 each	
Tire: Larger than 24.5"	Accepted Only if Split	
Tire: Processed	\$6.89 per ton	
Penalty Fee (Unsecured Load)	\$12.54 minimum or double the amount of charges; whichever is greater	
Fuel Surcharge	\$.15 per each 500 pounds (evaluated each calendar quarter by City Commission)	
Source: City of Emporia Code, Chapter 23; Solid Wastes		

Operations

There are currently seven full-time employees at the transfer station facility. These seven city employees are currently keeping the transfer station facility open Monday thru Saturday, and Sunday afternoons. Table 4.3 provides hours of operation.

Table 4.2 Transfer Station Hours of Operation		
Day	Business Hours	
Monday - Saturday	8 a.m. to 5 p.m.	
Sunday	1 – 5:00 p.m.	
Veterans Day, Thanksgiving & Day After Thanksgiving, Christmas & New Year's Day		
Memorial Day, July 4th, Labor Day	Closed	

4.b Inventory of Recyclers

Table 4.4 list of recyclers contains many of the programs, persons, or organizations in the region that recycle, reuse, or reprocess materials which would otherwise be disposed of in a Subtitle D landfill.

Table 4.4 Regional Recycling		
Name & Address	Hours of Operation	Material Accepted
City of Emporia 3100 W. South Ave. 620-340-6360	M-S 8:00-5:00 Sunday 1:00-4:00	Paper, Cardboard, Plastic, Glass, Motor Oil, Compost, Grass Leaves, Tree Limbs, Christmas Trees <i>All Above Accepted Free of Charge</i> Recycling Drop Off Site-Dillions East (TH-F) 902 E. 12 th Ave. Commercial Business Cardboard Pick-Up 620-340-6339
Flint Hills Battery 615 Graham St. 620-342-2842	M-F 8:00-5:30 Sat. 8:00-12:00	Batteries
Advantage Metals Recycling, LLC 302 Graham St. 620-342-1122	M-F 8:00-4:30 Sat. 8:00-12:00	Scrap Metals, Precious Metals
Note* Girl Scout Building & Aluminum Recycling closed in 2021		

Inventory of Recyclers...continued

Hetlinger Developmental Services Inc. 707 S. Commercial 620-342-1087	M-F 8:00 - 3:00	Aluminum Cans
Lyon County Hazardous Waste 3000 W. South Avenue 620-340-6365	M-F 8:00 - 4:00	Household/Cleaning Products, Paint/Finishing Products, Garden/Pest Control Products, Automotive Products
Westside Recycling 2606 W. Hwy 50	M-F 8:00 - 5:00 Sat. 8:00-12:00	Scrap Metals

4.c Existing Solid Waste System Organizational Structure

Storage: Storage is done by those persons, firms, or organizations which generate the waste. In the City of Emporia the storage system can be altered by a change in the City Ordinances. It is unlikely that any change would occur in either county unless it is forced by legislation. Storage does not provide any revenues.

Collection: Collection is carried out by the city forces and privately owned operations. Pick-up dates are frequently juggled around busy seasons, such as Christmas and Thanksgiving. Revenues are generally produced by billing clients once a month. The municipal collection system can be changed in the City of Emporia by changing the city ordinance which governs the collection of wastes. The rural collection system is less regulated and changes occur with little or no planning.

Transportation: Solid waste is transferred to the transfer station by the use of packer trucks and 10/20/30/40 cubic yard roll-off units. Revenues are produced by charging a tipping fee. The transportation of the solid waste to Hamm's Landfill utilizes semi-trailer units. The frequency increases with demand. Changes in the operation are determined by the city and county commissions. No revenues are produced. The loaded weight is limited by state regulations.

Intermediate Disposal and Resources Recovery: Transfer station employees manually recover solid wastes for reuse and recycling. Intermediate disposal is completed through distribution back into the community; resource recovery is accomplished by the general public using the previously listed recyclers. Recycling could be increased by raising the amount paid for recyclables. One disadvantage is that only certain materials, such as compost, may be redistributed to the community. The revenue gained by this stage of the system is immeasurable. Less refuse must be transferred to other landfills; thus, there are lower transfer fees. Additionally, recycling greatly reduces the impact on the environment.

Summary: Typically, any change in the organizational structure of the solid waste system is determined by the city or county commission responsible for the specific task. The City of Emporia engineer may, in some circumstances, be asked by the commission to come up with more economical processes or routing. Operating revenues for the transfer station are obtained by charging a tipping fee to the persons, firms, or organization utilizing the facility. The haulers, whether private or municipal, charge their customer a monthly fee to recover the cost of using the transfer station facility. Any time a new service is required, the schedule (route) of the hauler is slightly altered to make the collection.

SECTION 5 Solid Waste Issues and Problems

5.a Environmental Management Objectives

The objectives are to minimize the amount of solid waste to be handled and to process it in the most efficient manner which is consistent with current (and future) environmental concerns. The governing agencies have committed necessary funding to the operation of the transfer station facility.

The Solid Waste Management Committee should continue to listen to the citizen comments and complaints so that regulations concerning waste collection and disposal can best serve the public and environment.

In order to reach the environmental management objectives, the Solid Waste Management Committee shall keep open lines of communications with private haulers and recycling businesses to insure that their efforts are compatible with the benefit of the public.

At the present time, the specific items of concern are:

- Compost
- Waste tires
- Recycling market
- Illegal dumping
- Cost – transfer station costs
- Recycling
- Wood chips

5.b KDHE Regulations and Standards

Transfer Station

Aesthetics: Local aesthetics have been enhanced by transferring the waste to a remote site rather than disposing of it at a site near Emporia.

Physical Hazards: The personnel and public are at less risk of sustaining an injury since the waste is removed daily.

Odors and Air Pollution: Odor pollution has been mildly decreased due to the transfer of waste to Hamm's Landfill. The remaining odor is from the surrounding wastewater lagoons and the tipping floors.

Litter: The perimeter of the transfer station site utilizes a 6-foot chain-link perimeter fence in order to retain blowing litter.

Water Pollution: The transfer station eliminates any concerns about ground water pollution from the future disposal of solid waste by landfill. The tipping floor of the transfer station is drained into the public sewer system. In addition, the expenses associated with a leachate collection system will be avoided. Also, storm water runoff that comes in contact with construction/demolition landfill is contained in holding ponds.

Toxic and Biological Hazards: The personnel and the public are at less risk to toxins and biological hazards than in previous years. Since personnel are on hand at all times, it is easier to regulate the flow of materials, including toxic wastes, which are entering the system. Also, Newman Memorial Hospital disposes biological waste through Stericycle of Kansas City, with a twice per week pickup.

5.c Public Health Concerns

This section comments on the issue of containment of solid waste to prevent access by flies, rodents, stray dogs and cats, and wildlife.

- Under ideal conditions, the housefly can complete its breeding cycle in as little as eight days. Flies have been associated with diseases such as typhoid fever, salmonella, E. coli infections, eye diseases, and pin worms. Also, a recent study at Johns-Hopkins School of Public Health has associated the spread of antibiotic resistant bacteria with waste from animals that have been fed antibiotics.
- Rodents are associated with hantavirus, plague, murine typhus, rickettsialpox, leptospirosis, and others. The control of rabies in communities is aided by the use of proper solid waste disposal. Domestic and wild animals are attracted to human garbage, trash, and refuse.
- To control potential health concerns in our community, it is important to limit vector access to solid waste. This may be accomplished by providing adequate collection services and vector proof containers. All plans should provide for containers which are easily secured, transported, and cleaned. Routine collection should reduce or eliminate the accumulation of solid waste in order to reduce vector attraction.

5.d Future Constraints

Certain types of waste are not suitable for handling through the transfer station. These include construction and demolition wastes, tires, asbestos, automobiles and sludge.

Future constraints will require new and innovative ways of disposing of these items that are not feasible to transfer to a Subtitle D landfill.

5.e Future Needs

Lyon County, Chase County, and the City of Emporia should emphasize the economic impact that the recycling of materials has on reducing the transportation costs for the transfer station.

One possibility would be to find new methods by which to increase recycling. Another possibility would be to create some sort of incentive program which would influence the users of the system to utilize recycling on a daily basis. Any decision made would need to be very economical in all aspects in order for the incentive program to be a success.

Some cities across the nation offer rebates for mulching mowers and eliminate their compost collection. The key disadvantage to this incentive is that residents will inevitably place some grass clippings in with the refuse collection. For this reason, it is advisable to institute a weight-based or volume-based collection program with the rebate incentive.

As previously mentioned, a weight-based or volume-based collection system is an incentive to reduce the amount of refuse which is disposed. Another key advantage to these types of systems is the amount of recycled products generally increases.

Education and Logistics of Curbside Recycling is something that has been closely looked at for the last 6 years. An Amendment was passed in July of 2012 and education will continue to be a major component of the program.

5.f Natural Disaster

The two catastrophic disasters most likely to occur in the Management Area are floods and tornadoes. Lyon and Chase Counties and the City of Emporia have Emergency Operation Plans which include debris removal guidelines. Although Third Class Cities within the region have the same solid waste disposal issues, the City of Emporia would have the largest impact due to its size and population and will be used as an example for the Management Plan.

In the event of a disaster the Kansas Department of Health and Environment district office would be requested to respond to the disaster site as soon as possible. Immediate steps should be taken to restore normal refuse collection service in the affected area. There are fourteen City Parks; Lyon County Fairgrounds; and other government owned properties within the Emporia area and the vacant lots located east of the Transfer Station. Emergency disposal sites would be located at the nearest City Park or other government owned property approved by the Kansas Department of Health and Environment. Debris would be sorted and placed in separate piles until it could be processed on site or removed for proper disposal. The Kansas Department of Health and Environment would have to approve the emergency storage, burn, and burial sites as needed for the seven categories of managed waste. Additional machinery and manpower would be obtained from other government agencies and the private sector to enable processing, removal, and disposal of these materials.

Disposal strategies will vary according to the emergency and the following guidelines should be use as appropriate:

- Trees, limbs, and brush (green wood waste) may be ground into mulch with the Horizontal Wood Grinder. In cases where a vast amount of material dictates burning, K.D.H.E would be contacted to determine if the temporary emergency disposal site is a suitable burn area. If not, the permitted burn area at the Transfer Station would be utilized.
- Large household appliances may be delivered to or picked up by scrap iron recyclers.
- Rock and brick (Clean Rubble) may be used as fill and taken to the Lyon County Highway Department.
- Construction Demolition (C&D) encompasses a vast range of materials. Wood (lumber, etc.) can be ground and used as sub-cover for other C&D. Other material may be placed in the permitted C&D land-fill. If additional space is needed there is an unused area parallel to the closed land-fill site which may be suitable for an emergency C&D area. Also, in September of 2003 the City of Emporia began preliminary measures to request a permit for height variance for the current C&D land-fill area.
- Other waste materials, including clothing, furniture and trash would be removed from the disaster site and taken to the Transfer Station. The material would then be transported by semi trailer to Hamm's Landfill or another Subtitle D landfill unless K.D.H.E. allowed an alternate disposal method or location.
- Household Hazardous Wastes would be disposed of through the Lyon County Hazardous Waste Department. The majority of these wastes would be disposed of by a licensed hazardous waste removal company from the Lyon County site.
- Radio-Active Waste due to natural or other incident would be handled by a Hazardous Materials Team requested from Kansas Department of Health and Environment.
- Livestock would be picked up by a rendering company. If the livestock is not suitable for rendering then K.D.H.E. would be asked for an alternate method of disposal, to include: burial on site, special waste permit for disposal at a land-fill, etc.

SECTION 6 Applicable Solid Waste Technology Options

6.a Solid Waste Management System

Volume Based Fees

A volume-based fee is a method of charging the customer by the volume of waste, which is being disposed. The City of Emporia is currently using this system to regulate commercial and industrial clients.

The biggest advantage of this system is that it creates an incentive for the customer to decrease the amount of waste generated.

The disadvantage is illegal disposal of wastes; customers may turn to illegally dumping their refuse in commercial dumpsters or along drainage courses such as ditches and rivers.

6.b Storage System Technology Options

In a residential setting, there are two basic types of volume-based collection programs: a can system or a prepaid bagging system. Both come in variable sizes. It is advisable to set up a curbside recycling system when using a volume-based collection program.

Variable Can System: This system can be set up in a variety of ways. The two most popular methods are (1) a monthly subscription or (2) a daily subscription to a set number and size of cans. The primary disadvantage of this type of system is the complex billing system involved. Another key disadvantage may be that the collection crew will not know each customers rate.

Prepaid Bagging System: This system utilizes specially designed and designated bags, tags, or stickers, which are made available through area merchants and city offices. Dependent on which choice (bags, tags, or stickers) the specific agency decides to use, the only items picked up at the curb must be properly marked. Obviously, when using this system, the bags are usually overloaded (i.e. heavy). For this reason, the bag system is probably the best choice of this kind of system since they can be specially designed to reduce tears and to regulate size and weight. An advantage over the variable can system is that no curb enforcement is required and the accounting system is greatly simplified. One possible disadvantage in smaller communities is the fluctuation of income due to the sporadic purchase of bags by customers.

Weight-Based Fees

A weight-based fee program is similar in type to the volume-based fee method. The customer is charged by the weight of the waste that is being disposed. A weight-based system is the most popular method used at landfills and transfer stations across the country.

The biggest advantage of this system is that it creates an incentive for the customer to decrease the amount of waste generated. The disadvantage is illegal disposal of wastes; customers may turn to illegally dumping their refuse in commercial dumpsters or along drainage courses such as ditches and rivers.

The City of Emporia continues to evaluate the purchase of a weight-based system. See Section 6.c for a description of the automated collection system.

6.c Collection/Transportation Technology Options

General

The current collection system utilizes city forces within the City of Emporia and private haulers throughout the rest of the two counties. The current method of residential pickup utilizes 35/65/95gallon Polycarts that are collected by trucks equipped with automated arms. Commercial and industrial collection uses a Rear-end Loading Truck and dumpsters; however, Roll-off units are available upon request. In Emporia, residential collections are once a week. The city bills customers once monthly. This system appears to be stable and will remain unchanged until the demand for more or less frequent collections changes.

Public collection

The City of Emporia is the only municipality currently utilizing automated pickup in either county. The advantage is that the governmental agency has complete control over the operation. The disadvantage is the administrative costs and additional overhead imposed upon the agency providing the services; however, these burdens are frequently offset by revenues.

Private Collection

The alternative to public collection utilizes private industry to offer the collection services. The main disadvantage associated with private collection is the loss of control which the governmental agency experiences. In order to increase the control on private industry, regulations could be imposed which would set requirements for service and hauling.

Rural Collection Options

The most efficient option for rural collection is to set up several smaller and uncontrolled dump stations at key locations throughout the county. The locations would generally be near STOP signs and main intersections. The key to this system is economical placement and ease of use. The disadvantages to this system are the capital costs, vandalism, maintenance costs, blowing litter, disposal of hazardous substances, and aesthetics.

Automated Collection System

The City of Emporia uses an automated residential collection service. Each route services 550 to 750 homes per day. One aspect of the automated selection system is reducing the frequency of collection to once per week. This way one driver and one truck can service approximately 2300 residences in a four-day period. The fifth day is for truck maintenance or the shifting of routes due to a holiday. Recycling could utilize the automated collection service.

Disadvantages of this system:

- (1) The containers are still the property of the governmental agency and, thus, it must be decided who is responsible for the maintenance and upkeep of the containers.
- (2) Curbside parking may, in certain cases, hinder the collection process in some neighborhoods.
- (3) Collection could be made on only one side of the street on one-way streets when using a truck with only one picker arm.

6.d Processing System

General

The City of Emporia/Lyon County Transfer Station currently uses several of the applicable technology options available for processing solid wastes.

Table 6.1 lists the processes used and a brief description.

Table 6.1 Technology Currently Utilized at the Transfer Station	
Process	Description
Crushing	Custom-equipped back-hoe is used to compact each of the loads leaving the transfer station. Recyclable metals are set aside and crushed on an as-needed basis.
Separating	Employees sort off any items which are reusable or recyclable.
Source Reduction	Compost directed to composting site. Tree and Brush Waste are directed to Grinder site.
Reuse	
Land Disposal	Tires are mono-filled. Construction/Demolition Waste is Land-filled. All other wastes are transferred to Subtitle D Landfill.
Baling	Cardboard, Office Paper, Plastics
Composting	Yard Wastes, Brush
Recycling	Paper, Glass, Wood, Metals

Year 1996: In 1996, over seven thousand tires were shipped to Monarch Cement as part of the tire abatement program offered by KDHE. Further recycling of tires will be increased as the economically feasible.

Year 2000: In December 2000 and January 2001, Lyon County with assistance from the City of Emporia and Chase County participated in the KDHE Waste Tire Amnesty Program. Over 10,000 tires were collected in Lyon County and 3,600 tires were collected in Chase County.

Year 2002: Horizontal Grinder – purchased new Horizontal Grinder in part with \$100,000 KDHE Grant awarded in 2001. The grinder is used to processes wood waste.

Year 2004: E Waste -We were excited to be one of two Kansas communities to partner with the Kansas Department of Health and Environment and Envirocycle for a pilot e waste event in November of 2004. The event provided an opportunity to develop: awareness, data, and markets for recycling consumer electronics. 41.07 Tons of electronics were shipped to the recycler.

Also in 2004 the City of Emporia received notification of a grant award in the amount of \$40,000 to be used toward the purchase of a new horizontal baler for our recycling center in 2005. The grant was part of the Solid Waste Management Competitive Plan Implementation Grant Awards program administered by the Kansas Department of Health and Environment and the Governor’s Solid Waste Grants Advisory Committee.

Year 2006:

Track Loader – The City of Emporia purchased a new Caterpillar Track Loader Model 963C to be primarily used in the construction/demolition area.

Year 2009: New Generator/Welder and Used Track Loader were purchased, and Box Blade for Farm Tractor to complete C&D Landfill closure.

Year 2010: New Ottawa Yard Truck purchased to move transfer trailers on site.

Year 2011: New Case 621E Wheel Loader Purchased.

Year 2012: New Flip Screen purchased to screen compost, street sweepings and other materials. Bid was awarded to build a 40 ft. X 80 ft. equipment shed.

Year 2013: New John Deere 710K backhoe was purchased.

Scale- House Software – A new software program was purchased and installed.

Year 2014: New Caterpillar Track Loader, 8,112 poly carts for Curbside Recycling, & a new Automated truck were purchased for Curbside Recycling.

Year 2015: Ford ¾ ton 4x4 flatbed pickup truck.

Year 2016: New office computer for Recycling Center, rear-load Crane Carrier commercial trash truck, & new software for the gatehouse at the Transfer Station.

Year 2017: New Kenworth Roll-Off truck and McPherson air curtain burner.

Year 2018: New rear-load Crane Carrier commercial trash truck, Crane Carrier automated trash truck, Pak-Mor packer body for rear-load commercial trash truck, & new CAT 973K track loader.

Year 2019: 2019 973 Cat Track Loader.

Year 2020: 2020 Ford F150 Pickup, 2020 Crane Carrier with a Pak-Mor packer body.

Year 2021: New Way/Crane Carrier automated trash truck, 1 ton Ford F350/Flatbed pickup, and a Case wheel loader.

6.e Recycling/Re-use Technology Options

General

Section 4.b contains a list of all recyclers in the region. Except for electronic items, there appears to be an ample supply of local outlets in the Emporia area through which to recycle products. However, most people who intend to recycle products in the rural setting probably dispose of the products because it is inconvenient to recycle.

In 1999, two recycling trailers were purchased by the Flint Hills RC&D and paid for in part by a KDHE Grant. Several organizations joined together including Flint Hills RC&D, City of Emporia, Lyon County, Chase County and the Recycling Advisory Board. The trailers serve as a recycling drop off for most small communities twice a month in Lyon and Chase counties. Material collected from these trailers account for approximately 4 percent of the recycled materials at the City/County Recycling Center.

In 2003 two additional trailers were purchased by the Flint Hill RC&D and paid for in part by a KDHE Grant.

Consumer Electronics

Ewaste is accepted by Lyon County Hazardous Waste Department; No charge for computer equipment and miscellaneous electronics. They are no longer accepting televisions containing lead glass or computer monitors containing cathode ray tubes (CRT).

Consumer Electronics & Computer Hardware are accepted at the City of Emporia/Lyon County Transfer Station, 3100 W. South Avenue, Emporia KS 66801. Standard refuse fees apply.

Drop Off Centers

Drop-off recycling centers are the most utilized programs used for residential recycling. Many rural counties throughout the State of Kansas have successfully established recycling programs where the residents bring their recyclables to a central location for reprocessing. There are also several drop-off sites in the City of Emporia.

In an urban or rural setting, recycling bins are located in a public place by private firms, nonprofit organizations, or governmental agencies. The locations should be easily and often accessed by the general public. A drop-off center may be staffed or unstaffed.

Staffed Drop-Off Centers: Staffed drop-off centers have many advantages over unstaffed programs. The rate of contamination (i.e. unwanted items) in staffed centers is much lower than in the unstaffed drop-off centers. And the staff can insure that the items are properly sorted while educating residents about source reduction. Many times, the staff could include volunteers in a not-for-profit setting.

Unstaffed Drop-Off Centers: Unstaffed drop-off centers are, however, the most popular programs at public locations such as convenience and grocery stores. The residents are responsible for separating and depositing the recyclables in the appropriate containers. The result is a high rate of mixed items.

Processing Facilities: Processing fees may be required for certain materials, which have little or no market value. Prices offered for certain recyclables (cardboard, office paper, and newsprint) are generally higher than those of other materials (plastics and glass). Also, some processors require that labels and lids be removed from bottles and cans. Other processors require the rinsing of materials. For this reason, material specifications should be obtained prior to the opening of the drop-off recycling center. One common fact is that the processing fees charged are typically higher at unstaffed drop-off centers than their staffed counterparts. This is caused by the additional sorting by the processing facility.

Site Selection: Drop-off center collection sites should be located close to high traffic areas such as shopping malls, grocery stores, and schools. In a rural setting, the most effective method is to offer the center as a portable unit and have arrangements made to be open to the public at a certain time in specific locations.

Advantages:

- Easy for the public to access and use.
- Low capital and operating costs.
- Easily adaptable.

Disadvantages:

- Other programs typically have higher participation rates.
- Staffed drop-off centers have higher operating costs than unstaffed centers.
- Unstaffed drop-off centers have higher contamination rate than staffed centers.

Recycling Center

A recycling center is a type of Materials Processing Facility (MPF) designed to handle large quantities of recyclable materials. The three main components of an MPF are the tipping floor, the processing area, and the storage area.

Collection vehicles unload waste to be recycled on the tipping floor. In certain cases, the tipping floor should be divided into residential and commercial/industrial areas since the composition of these waste streams significantly differ in types and volumes.

The waste is then inspected for large or unwanted materials. Bags containing recyclables must be emptied prior to processing. This process may be accomplished manually or automatically depending on the resources available and the quantities handled. Upon presorting the material, the recyclables are placed on a conveyor that takes the material to the processing area.

The processing area contains a conveyor line, which sorts the materials by type. The sorting can also be accomplished manually or automatically depending on the type of material. Acceptable materials to be sorted include cardboards, newspapers, office paper, plastics, glass, and metals.

An automated MPF includes the following equipment:

- | | |
|----------------------------------|--|
| • Equipment to feed the conveyor | Aluminum eddy current separators |
| • Bag-breaking machine | • Aluminum can densifiers |
| • Conveyors | • Ferrous metal magnets |
| (1) Commercial paper | • Vibratory screens |
| (2) Residential recyclables | • Reject materials roll-off containers |
| (3) Baler feeding line | • Baler |
| (4) Rejection line | • Scales |
| • Glass crushers | |

Typically, the metals and glasses will be sorted off using the above-mentioned equipment. Plastics and papers would then be hand sorted by type. The sorted materials must be processed and compacted (i.e., baled) consistently with the buyers specifications.

As an estimate, 80 percent of the processed recyclables can be marketed. The remaining 20 percent must be disposed in a landfill due to contamination. According to the United States Environmental Protection Agency, the targeted recyclable materials make up approximately 39 percent of the typical waste stream. For this reason, future regulations may impose a minimum target rate of recycling.

The staffing of an MPF would require approximately three employees. These employees could share duties with the transfer station staff depending on the work hours required.

6.f Applicable Disposal System and Technology Option

At this time there are no large scale technology options for disposal, which would be feasible in the long-term. The one thing that can be done is to continue education on recycling. A public awareness program aimed at reducing residential, commercial, and industrial refuse would be beneficial to some degree. The idea is to increase the number of programs which provide incentives to recycle and salvage items for reuse.

At some point, the markets must be developed to make recycling economical. The government must create incentives for the reuse and recycling of products. Right now it is not a break-even process and there needs to be an incentive to improve the recycling efforts.

Commercial recycling

Waste-To-Energy Facility

Material Processing Facility (i.e. recycling center)

6.g Public Acceptance of Technology Options

Most environmentally, economically, and socially feasible is a transfer station as per the October 1992 Solid Waste Development Plan and Sanitary Landfill Closure Plan by Burns and McDonnell Waste Consultants Incorporated.

SECTION 7 Recommended Optimal Solid Waste Management System

7.a Constraints That Limited Selection

The construction of a transfer station facility was given as the most financially feasible option of solid waste management for the City of Emporia, Lyon County and Chase County in the October 1992 Solid Waste Development Plan and Sanitary Landfill Closure Plan by Burns & McDonnell Waste Consultants, Incorporated.

The future liability of on-site disposal and the proximity of a probable new landfill site were also deciding factors. Another factor was the lack of proximity of a future landfill site which would meet Subtitle D regulations.

7.b Measures Taken To Overcome Hindrances

The City of Emporia and the Lyon County Commissions decided to construct a transfer station and to proceed with the closure of the existing landfill. Chase County Commission entered into the Inter-local Agreement contained in Section 13.A which allows Chase County residents to utilize the transfer station facility. The construction of the transfer station facility was completed April of 1994.

7.c Method For Administration and Operation

Administration

The current administrative system works well. Each of the counties and the City of Emporia are responsible for regulating their own solid waste management programs. The only privatization in place is the collection of waste outside of the City of Emporia and the transfer of wastes to a Subtitle D Landfill from the transfer station facility.

Legal

Licensing and bonding for the collectors would likely hinder the program monetarily. However, licensing and bonding of the haulers is recommended for transferring the solid waste to approved landfills. A performance bond for the private haulers could be beneficial in regulating service but would not likely have a good response due to the increased costs to the customers.

Public Relations/Education

The Natural Resources Advisory Board conducts a public information program through information booths and some newspaper coverage. The Lyon County Environmental Health Department often addresses solid waste issues in general environmental presentations made to the public. The format of these presentations is a slide show.

Residential

Educational programs are an important tool to inform the public about preserving economic resources. Recycling awareness programs have played the integral role of informing young adults of how they can conserve natural resources through the reuse of existing materials.

Other activities such as informational booths at public events, educational displays in public places,” How-To” guides, slide shows in the schools, and advertised collection programs also serve as an aid to educate the public.

Business

The cost of disposal forces businesses to recycle. The City of Emporia picks up cardboard for free.

Imposing regulations aimed at businesses which create concentrated amounts of specific wastes is one way in which to educate the industrial community. Several industries typically generate mainly paper waste: accounting, banking, engineering, and schools. Others create plastics or metals: automotive parts manufacturers. And other commercial industries such as restaurants, grocery stores, and printing presses generate corrugated cardboard wastes.

In many cases, the types of waste materials directly correlate with the industries Standard Industrial Classification

(SIC) code. One example is SIC 27-Printing. An industry with an SIC 27 code would most likely have a large amount of paper waste. The SIC code rule would also hold true for a large percentage the commercial companies.

7.d Recommended Technological Applications

The most reasonable technological application is to transfer solid waste to an approved Subtitle D landfill. However, construction/demolition waste, tires, trees and brush, grass trimmings, and sludge, as well as other items, are not suitable for transferring to a landfill.

For this reason, the proper steps should be taken to develop a solid waste management plan which covers the applicable technological applications for the communities involved. At the present time, construction/demolition wastes, tires, wood, brush, tree limbs, and compost materials are being handled on the transfer station facilities. Recyclables must be dealt with accordingly.

A sludge disposal study was conducted in 2013 by Black & Veatch for methods which will meet the present and future state and federal regulations for disposal. The expected method of disposal is return of the material to the ground through agricultural applications.

7.e Evaluation Method Used For Selection

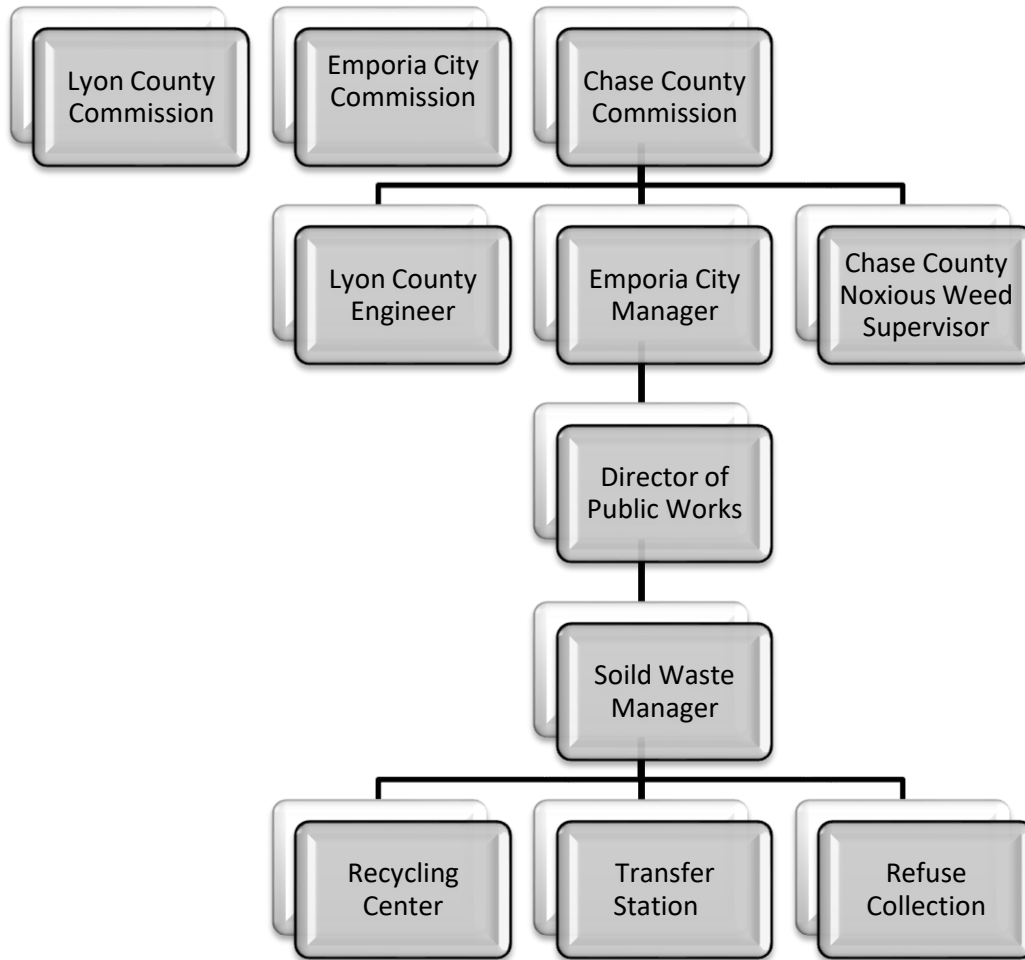
Selection of a transfer station facility was evaluated and recommended in the Solid Waste Development Plan and Sanitary Landfill Closure Plan prepared for the City of Emporia and Lyon County by Burns and McDonnell Waste Consultants, Incorporated in October of 1992.

7.f Rating of Optimum System In Terms of Acceptance

- Resource Conservation: Very Important
- Aesthetics: Important
- Economics: Very Important
- Flexibility: Important
- Health and Safety: Very Important
- Implement Ability: Very Important
- Customer Service: Important
- Quality of the Environment: Very Important

SECTION 8 City of Emporia Solid Waste Management System

8.a Personnel and Administrative Requirements



8.b Human Resource Requirements

*Tables 8.1-8.4 represent the year 2018. These are only updated during the 5-year plan**

Table 8.1 Transfer Station -- Human Resource Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Foreman	2	\$37,315	1	\$74,630
Maintenance Worker	5	\$24,294	1	\$121,470
Gatehouse Keeper	1	\$22,713	1	\$22,713

Table 8.2 Recycling Center -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Laborer	2	\$22,713	1	\$45,426
Maintenance Worker	1	\$24,294	1	\$24,294

Table 8.3 Sanitation Collections -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Foreman	1	\$37,315	1	\$37,315
Maintenance Worker	8	\$28,329	1	\$226,632
Laborer (Full Time)	8	\$22,713	1	\$181,704

Table 8.4 Administration -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Director of Public Works	1	\$105,221	0.5	\$52,610
Solid Waste Supervisor	1	\$50,107	1	\$50,107
Solid Waste Assistant	1	\$31,408	1	\$31,408

8.c Technical and Equipment Requirements

Transfer Station

1 Front End Track Loader	1 Pickup
2 Dump Truck – Dirt Hauling	1 Back-hoe
1 Horizontal Wood Grinder	1 Box Truck – Wood/Metal Recycling
2 Sets of Double Scales	1 Fork Lift - Recycling
1 Wheel Loader	2 Balers - Recycling
1 Ton Recycling Pick Up	1 Tire Splitter
1 Yard Truck	1 Baler –Transfer Station
1 Computer System – Weights & Billing	1 Screener
1 McPherson Air Curtain Burner	

8.d Financial Needs and Resources Available For The Design, Operation, and Maintenance of the Proposed System

Financial Needs

The following Solid Waste Budget shows the financial needs of the proposed system. Under the current contract with Hamm Quarries, the tonnage fee increases in accordance with the consumer price index.

Design and Construction of MRF System

The City of Emporia received a grant in 1998 to construct a recycling center at the current transfer station site. This facility was designed to be expanded and become a clean Materials Recovery Facility. The cost of equipment and building expansion is estimated at \$1,200,000.

Operation

In conjunction with a clean Materials Recovery Facility, a curbside recycling service is being explored by the Natural Resources Advisory Board. The operation would include a slight increase in staffing levels. Financial needs may be met through programs, sale of recyclables and user fees.

In 2016 the City of Emporia established a curbside recycling program. The previous year, the city purchased 8,000 96 gallon carts and one automated refuse truck to service this program. The routes are setup for bi-weekly/East-West pickup with the dividing line set at West St. The driver services about 600 homes per day on a 4 day work week.

SECTION 9 Method Recommended For Financing Capital Improvements and Operating Costs

Solid Waste Division – Capital Improvement Projections

City of Emporia Solid Waste Division -- Transfer Station Capital Improvement							
Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2017	TS	Computer System/Scale Program	Equipment	\$30,000	Solid Waste	\$30,000	
2017	TS	McPherson M30FR Air Curtain Burner	Equipment	\$185,000	Solid Waste	\$185,000	
2018	TS	Design/Revisions for the Tipping Box Area	Equipment	\$55,000	Solid Waste	\$55,000	
2018	TS	John Deere 710 Backhoe	Equipment	\$183,000	Solid Waste	\$183,000	Trade In
2019	TS	Construction-Revisions Tipping Box Area	Construction	\$300,000	Solid Waste	\$300,000	
2019	TS	Track Loader	Equipment	\$412,000	Solid Waste	\$412,000	Trade In
2020	TS	Wheel Loader w/Setco Solid Tires/wheels	Equipment	\$200,000	Solid Waste	\$200,000	Trade In
2021	TS	4WD Farm Tractor w/cab & Loader	Equipment	\$87,000	Solid Waste	\$87,000	Trade In
2021	TS	Complete Equipment Storage Building	Construction	\$120,000	Solid Waste	\$120,000	Trade In
2022	TS	Tandem Axle Dump Truck Replacement	Equipment	150,000	Solid Waste	150,000	Trade In

City of Emporia Solid Waste Division -- Sanitation Collections Capital Improvement							
Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2018	Sanitation	Automated Refuse Truck Replacement	Equipment	\$260,000	Solid Waste	\$260,000	Trade In
2018	Sanitation	Rear-Load Packer Body Replacement	Equipment	\$65,000	Solid Waste	\$65,000	Trade In
2019	Sanitation	Rear-Load Refuse Replacement	Equipment	\$190,000	Solid Waste	\$190,000	Trade In
2019	Sanitation	½ Ton Pickup Replacement	Equipment	\$33,000	Solid Waste	\$33,000	Trade In
2020	Sanitation	1 Ton Dually Shop Truck Replacement	Equipment	\$40,000	Solid Waste	\$40,000	Trade In
2020	Sanitation	Automated Refuse Truck Replacement	Equipment	\$275,000	Solid Waste	\$275,000	Trade In
2021	Sanitation	Grapple truck w/Dump Bed	Equipment	\$160,000	Solid Waste	\$160,000	Trade In
2022	Sanitation	Roll-Off Truck Replacement	Equipment	\$200,000	Solid Waste	\$200,000	Trade In

City of Emporia Solid Waste Division -- Recycling Center Capital Improvement							
Year	Department	Description	Category	Amount	Funding Source	City Share	Other Source
2018	Recycling	Forklift	Equipment	38,000	Solid Waste	38,000	Trade In
2020	Recycling	Rear-Load Recycling Truck & Packer	Equipment	195,000	Solid Waste	195,000	Trade In
2022	Recycling	1 Ton Dually Pickup	Equipment	44,000	Solid Waste	44,000	Trade In

City of Emporia, Kansas
5 year Budget
2021-2025
Revenue Detail and Expenditure Summary
Cash Basis

SOLID WASTE DISPOSAL FUND

	2018 (Actual)	2019 (Actual)	Est Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024	Budget 2025
BEGINNING CASH	2,263,885	2,447,244	2,903,554	2,441,855	1,891,584	1,209,348	1,190,064	1,311,298
REVENUE								
Refuse Collection Fees	2,719,880	2,986,938	2,700,000	2,700,000	2,835,000	3,543,750	3,543,750	3,632,344
County Contract	-	-	-	-	-	-	-	-
Loss on Sale of Assets	(42,744)	(157,970)	-	-	-	-	-	-
Interest on Investments	46,218	73,647	25,000	30,000	35,000	35,000	35,000	35,000
Trf from Health Ins - Premiums	-	-	-	-	-	-	-	-
Resale of Recyclables	123,205	71,238	50,000	70,000	50,000	50,000	50,000	50,000
Box Container Fees	1,512,097	1,565,415	1,489,439	1,489,439	1,563,910	1,954,888	1,954,888	2,003,760
Landfill Fees	485,361	562,406	557,659	557,659	584,992	728,490	728,490	746,427
Transfers	-	-	-	-	-	-	-	-
Miscellaneous	73,785	17,578	4,998	4,768	4,768	4,800	4,800	4,800
TOTAL RECEIPTS	4,917,801	5,119,252	4,827,096	4,851,866	5,073,670	6,316,928	6,316,928	6,472,331
EXPENDITURES								
Personnel Services	1,535,692	1,641,135	1,847,761	1,976,134	2,037,631	2,118,997	2,203,617	2,291,623
Vacancy	-	-	(90,082)	(37,888)	(39,404)	(40,980)	(42,619)	(44,324)
Maintenance & Repair	230,132	151,511	255,800	262,000	262,000	262,000	262,000	262,000
Commodities	258,668	246,657	267,985	270,225	270,225	271,225	271,225	271,225
Other Charges	68,242	75,675	164,750	168,630	169,730	170,730	170,730	170,730
Capital Outlay	476,745	739,338	503,995	260,000	415,000	614,000	390,000	675,000
Trf to General Fund	25,000	55,564	-	-	-	-	-	-
Utilities	45,090	44,152	49,800	49,850	49,850	49,850	49,850	49,850
Communications	29,275	34,380	41,100	41,100	41,100	41,100	41,100	41,100
Travel & Training	1,749	3,078	7,000	9,250	8,750	8,750	8,750	8,750
Contractual Services	1,321,928	1,368,648	1,481,150	1,643,300	1,743,600	1,844,200	1,844,700	1,845,200
Administrative Fee 17%, 16%	806,264	858,055	759,536	759,536	797,424	996,340	996,340	1,021,205
Change in Liabilities	(64,343)	(555,251)	-	-	-	-	-	-
TOTAL EXPENDITURES	4,734,442	4,662,942	5,288,795	5,402,137	5,755,907	6,336,212	6,195,694	6,592,359
NET CHANGE IN CASH	183,359	456,310	(461,699)	(550,271)	(682,236)	(19,284)	121,234	(120,028)
ENDING CASH	2,447,244	2,903,554	2,441,855	1,891,584	1,209,348	1,190,064	1,311,298	1,191,270
Base for reserve calculation	4,257,697	3,923,604	4,784,800	5,142,137	5,340,907	5,722,212	5,805,694	5,917,359
20% cash reserve amount	851,539	784,721	956,960	1,028,427	1,068,181	1,144,442	1,161,139	1,183,472
Amount over 20% Cash Reserve	1,595,705	2,118,834	1,484,895	863,157	141,167	45,621	150,159	7,798
Percentage	57.48%	74.00%	51.03%	36.79%	22.64%	20.80%	22.59%	20.13%

SECTION 10 Solid Waste “Disposal Rate” and Strategies for Reduction

Estimate of Solid Waste Production and Strategies for Reduction

K.S.A. 65-3405 (j) (9) requires the SWM plan to include a schedule for the reduction of waste volumes considering source reduction, reuse, recycling, composting, and land disposal.

The Bureau of Waste Management has calculated the statewide three-year average disposal rate to be 5.8 pounds per person per day (2003 to 2005). This figure is the benchmark for goals to reduce the amount of waste land filled in Kansas. Statewide, KDHE has set a target of reducing waste disposed in landfills by 1% per year.

This section estimates the production of Solid Waste per person in Lyon and Chase Counties. The daily “Disposal Rate” per person provides a figure to help measure the success of strategies implemented to reduce production of solid waste. Waste reduction is evaluated each year in our annual review process with a ten year horizon for planning and strategies.

Table 10.1 Per Capita Solid Waste Disposal Rates for Lyon & Chase Counties					
Year	MSW Disposed Tons	MSW Disposed Pounds	Pounds Per Day	Population Served	Municipal Solid Waste Disposed per Person per Day (Pounds)
2017	30,118.18	60,236,360	165,031	24,009	4.57
2018	31,527.32	63,054,640	172,752	24,009	4.79
2019	32,261.00	64,522,000	176,772	24,009	4.90
2020	33,682.00	67,364,000	184,558	24,009	6.96
2021	36,639.31	73,278,620	200,763	24,009	8.36
Note: Population does not include Cedar Point in Chase County and Admire, Allen and Bushong in Lyon County. (Total of 339 Residents)					
Source: City of Emporia Transfer Station Log and U.S. Census 2020					

Note: Steve’s Trash Service began servicing Hartford, Neosho Rapids in 2008. All refuse from this service is now being brought to Emporia Transfer Station.

Note: New Census 2020 Population Count.

Waste Reduction Strategies Currently Used:

- Increased public education on recycling, reuse, and source reduction through the Natural Resources Advisory Board.
- Tipping floor diversion of recyclables as possible.
- Multiple site trailer collection of recyclables.
- Composting program.
- Recycling pick up routes for businesses.
- Cost Accounting.
- Curbside recycling.

Waste Reduction Goal:

- To reduce waste transferred to landfill as measured and observed by the annual disposal rate for our Regional Transfer Station.

Ten Year Outlook for Strategies Implementation:

- **Year 2020** – Continue current strategies and evaluate the feasibility of Salvage Program at the Transfer Station/Landfill. Renew hauling contract with current hauler for trash and MRF or seek bids.
- **Year 2021** – Continue current strategies and evaluate curbside effect of Curbside Recycling strategy and recycling educational programs for the region.
- **Year 2022** – Continue current strategies and evaluate curbside MSW and recycling collection system.
- **Year 2023**- Continue current strategies and evaluate efforts at reducing illegal dumping. Evaluate new technology in equipment used for MSW and recycling collection.
- **Year 2024**- Continue current strategies and evaluate methods for brush disposal. Evaluate efficiency of drainage through Transfer Station Property.
- **Year 2025**- Continue current strategies. Review hauling contract for MSW & MRF haulers and destination.
- **Year 2026**- Continue current strategies and evaluate sanitation service routes as the city of Emporia expands.
- **Year 2027**- Continue to evaluate new technology/equipment used for MSW and recycling collection. Evaluate the structural integrity of the Transfer Station and Recycling Center.
- **Year 2028**- Continue current strategies and evaluate all collection systems.
- **Year 2029**- Continue current strategies and review MSW & recycling collection system.

Note: Strategies are included in section 11/Timetable for SWMP Goals and Strategies

SECTION 11 Timetable for SWMP Goals and Strategies

Introduction

Section 11 is an overview of the proposed implementation schedule for the Solid Waste Management Plan. Successful plans are composed of goals. The implementation and evaluation of goals for the SWMP are listed below by year, action, and responsibility.

Year 2020

Implement:

- Annual Review of SWMP – *Management Committee*
- Purchase replacement Track Loader for Construction/Demolition-Clean Rubble Area – *City of Emporia*
- Renew Hamm Industries MSW & MRF Transfer Contract or seek bids. – *City of Emporia*
- Renew Transfer Station Permits – *City of Emporia*

Evaluate:

- Recycling educational programs – *Management Committee*
- Adding counties to the Regional Plan – *Management Committee*
- Illegal Dumping in Counties – *Management Committee*

Year 2021

Implement:

- Annual Review of SWMP – *Management Committee*
- Replace Roll Off Truck – *City of Emporia*
- Renew Transfer Station Permits – *City of Emporia*

Evaluate:

- Curbside Collection System – *City of Emporia*
- Solid Waste Collection System in the region – *Management Committee*

Year 2022

Implement:

- Annual Review of SWMP – *SWMP Committee*
- Renew Transfer Station Permits – *City of Emporia*

Evaluate:

- Remaining life of Transfer Station and Disposal Areas – *City of Emporia*
- New Collection & Disposal Technologies & Methods – *City of Emporia*

Year 2023

Implement:

- 5 year Review of SWMP-*Management Committee*
- Renew Transfer Station Permits-*City of Emporia*
- Purchase updated equipment as budgeted-*City of Emporia*

Evaluate:

- Waste to energy systems-*City of Emporia*
- Recovery and reuse of tires in monofill-*City of Emporia*

Year 2024

Implement:

- Ground Water Testing
- Annual Review of SWMP
- Renew Transfer Station Permits
- Replace yard Truck
- Replace Track Loader

Evaluate:

- Tree & Brush Disposal Methods
- Drainage Systems on Transfer Station Property

Year 2025

Implement:

- Annual Review of SWMP
- Renew HAMMS MSW & MRF Contracts
- Renew Transfer Station Permits
- Replace Backhoe

Evaluate:

- Need for 2nd Gatehouse and Scale
- Relocation of Disposal Areas

Year 2026

Implement:

- Annual Review of SWMP
- Renew Landfill Permits
- Purchase/Replace Yard Truck at the Transfer Station

Evaluate:

- Review Solid Waste Management Strategies

Year 2027

Implement:

- Annual Review of SWMP
- Replace Needed Equipment

Evaluate:

- Structural Integrity of the Transfer Station & Recycling Center

Year 2028

Implement:

- 5 Year Review of SWMP-Management Committee
- Renew Landfill Permits-City of Emporia

Evaluate:

- Alternative Fuels for Collection Trucks-City of Emporia
- Review all Collection Systems-City of Emporia

Year 2029

Implement:

- Annual Review of SWMP-Management Committee
- Renew Transfer Station Permits

Evaluate:

- Purchase updated equipment as budgeted-City of Emporia
- Illegal dumping in counties-Management Committee

SECTION 12 SUMMARY

12.a Introduction

General

In 1992, the Kansas Legislature passed House Bill 2801 (HB 2801) and changed the ways in which solid waste would be handled. HB 2801 requires each county, designated city, or group of counties to develop a comprehensive solid waste management plan.

A city may be designated the solid waste management planning authority by an Inter-local Agreement with a county. HB 2801 also requires Solid Waste Management Committees to develop and manage plans:

- Plan on a 10-year horizon
- Make annual reviews and revisions.
- Hold public hearings at least every 5 years.

To comply with future regulations; Burns & McDonnell Waste Consultants, Inc., suggested the construction of a transfer station facility in the Solid Waste Development Plan and Sanitary Landfill Closure Plan for the City of Emporia and Lyon County in October 1992.

Following these recommendations, the City of Emporia and Lyon County authorized a transfer station to be designed by BG Consultants, Inc. The City of Emporia/Lyon County Transfer Station was constructed by Abbott Construction, Inc. in the spring of 1994. On the 8th day of April 1994, the Lyon County Landfill ceased to accept certain solid wastes and the transfer station facility was opened to the public.

12.b Existing Solid Waste Management Conditions

General

Since opening in April 1994, the sanitation administration has kept a daily log of refuse by the tonnage using the scales at the transfer station. These numbers are instrumental in understanding the existing solid waste system and will be helpful in the future to identify specific items of flow which could be altered to make the system operate at optimal performance.

The tonnages used in this report for the existing system directly reflect the flow of materials which have been processed at the transfer station facility. Illegal dumping and point-source methods of disposal have been omitted on the basis that tonnage estimates would be impossible to produce.

Processing/Disposal

The transfer station facility is currently open to the public seven days a week. Depending on the contents of the load, the material is rejected or directed to either the appropriate landfill section or the tipping floor of the transfer station facility.

The facility does not accept certain types of wastes which have been determined to be cost ineffective for processing and disposal: dead animals over 80 pounds, contaminated soils, batteries, friable asbestos, whole tires over 24.5" in diameter, medical waste, hazardous waste, animal waste, or liquid waste. All other loads determined to not contain any of the above items are then weighed and directed to the appropriate location. Compost, brush, construction and demolition wastes, and tires are handled on the transfer station facilities.

Loads containing mixed material are directed to the transfer station tipping floor where they are unloaded. The material is then loaded into semi-trailers and compacted. This process utilizes a backhoe with a special foot attachment designed for this purpose. The refuse is taken to an approved Subtitle D landfill for disposal.

Collection/Transportation

Although most of the cities are served by private haulers, the majority of the refuse handled through the transfer station facility is created within the limits of the City of Emporia and hauled using city forces. Table 12.a lists the cities in the region and the solid waste hauler that serves the community.

Table 12.1 Waste Haulers by Location			
Admire	Waste Management	Cedar Point	City of Florence
Allen	Exodus Disposal	Cottonwood Falls	City of Cottonwood Falls
Americus	Steve's Trash Service	Elmdale	Steve's Trash Service
Bushong	Solid Waste Management	Matfield Green	Steve's Trash Service
Emporia	City of Emporia	Strong City	Cottonwood Falls
Hartford	Waste Management		
Neosho Rapids	Steve's Trash Service		
Olpe	Steve's Trash Service		
Reading	Osage City		
Rural Lyon County	American Disposal Exodus Disposal Waste Management Steve's Trash Service	Rural Chase County	Waste Management Steve's Trash Service
American Disposal	Coffeyville, KS (620) 251-2402		
City of Emporia	Emporia, KS (620) 340-6332		
Exodus Disposal	Burlingame, KS (785) 589-2550		
Solid Waste Management	Topeka, KS (913) 296-1600		
Steve's Trash Service	Olpe, KS (620) 392-5626		

Note: City of Cottonwood Falls began MSW collections in Chase County in April 2012

Pollution Control Measures

There are currently several specific steps, which are being or have been taken to reduce most types of pollution caused by the disposal of solid wastes. Surrounding the transfer station facility is a six-foot tall chain-link fence which serves a dual purpose: keep the trash in and animals out. Inside the transfer station building, a netting has been installed to eliminate the nuisance and spread of disease associated with birds and their nests. In order to control water pollution, all liquid entering the transfer station building is diverted to the sanitary sewer system. Other types of pollution control measures include seeding, riprap, and stone ditch lining to reduce water pollution. Quick loading and compacting of material in the transfer trailers reduce odor. Odor control is also accomplished by washing down the tipping floor at times of low-volume flow and during closing.

12.c LONG-TERM ALTERNATIVES AND RECOMMENDATIONS

Several different solid waste management disposal options are available. Not all options will be feasible for a community of this size. Goals should be set to achieve and maintain those options which are determined to achieve the desired effect within the community. See Section 11 for a timetable which sets forth these goals. These options could include, but should not be limited to the following:

- Increase Recycling
- Increase re-use of materials
- Increase education throughout the community
- Increase revenues by discouraging illegal dumping
- Establish a tipping fee which encourages the public to use the existing facilities
- Establish a long-term commitment to upgrade the current system
- Maintain the current Solid Waste Management Committee
- Explore options for alternatives to store solid waste to include:
 - 1) Waste To Energy (Incineration)
 - 2) Subtitle D Landfill
 - 3) Material Recovery Facility
 - 4) Other
- Explore the idea of Multi-Regional Solid Waste Management

- Explore advantages of Private v Government managed Solid Waste System

12.d Conclusions

As with the onset of most new regulations, the associated costs rise dramatically. In order to maintain a cost effective way in which to dispose of the solid waste, a plan should be implemented and directed at driving down or at least maintaining the costs of the disposal of refuse. Community awareness should continue to be increased. The current recycling and reuse programs are rather successful. However, an increase in the utilization of these programs results in a decrease in the operating costs of the transfer station.

This solid waste management plan describes the current system, communities, and recommended goals of achieving a long-term commitment to maintaining the current system and feasible alternatives. With the growing concern for the environment, today's society is forced to make wise and educated decisions on how to handle the generated solid waste. Rules and regulations on how to dispose of by-products are becoming increasingly more stringent. For this reason, any solution submitted may be out-dated in only a few years. In order to stay on top of the problem the Solid Waste Management Committee must remain active and carry through with the long-term goals to upgrade the current system.

This plan is not intended to be set forth as a requirement to be followed, but rather a guideline. Additional and existing long-term goals or possible alternatives should be investigated yearly in order to continually evaluate the current systems feasibility.

SECTION 13 ATTACHMENTS

Appendix 13.a Inter-local Agreement

INTERLOCAL AGREEMENT
(BETWEEN CHASE COUNTY, LYON COUNTY, AND THE CITY OF EMPORIA
FOR A REGIONAL SOLID WASTE PLAN AND FOR A SOLID WASTE
TRANSFER STATION AND OPERATION THEREOF)

This Interlocal Agreement made this 24 day of Aug,
1995 by and between the Boards of Commissioners of Chase County,
Lyon County, and the City of Emporia.

WITNESSETH:

That the Boards of Commissioners of Chase County, Lyon County,
and the City of Emporia hereby mutually covenant and agree as
follows for the purpose of establishing a Regional Solid Waste
Management Plan pursuant to Statute and Regional Solid Waste
Transfer Station and the operation thereof. It is hereby
understood and agreed between the Parties herein that a joint
Regional Solid Waste Management Committee is hereby established and
in fact has been established prior to the actual signing of this
agreement, that said Solid Waste Management Committee will draft
the Solid Waste Management Plan as required by Statute, and said
Committee shall review the Solid Waste Management Plan from time to
time as necessity dictates and as required by Statute.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties
hereto that a Regional Transfer Station for Solid Waste has been
built on the current City of Emporia/Lyon County Landfill and that
the total cost of building such Transfer Station and the required
items for that Transfer Station including scales will be paid for
as follows: 50% of the cost of the Transfer Station and scales and
other required items by Lyon County and 50% by the City of Emporia.

The Parties mutually covenant and agree that the Solid Waste
Transfer Station will be operated by the City of Emporia. It is

also understood and agreed between the Parties hereto that it is the aim and goals of the Parties to have a self-sufficient Transfer Station operation with fees being assessed to the various users so that the Transfer Station will be self-sufficient and, in fact, that the total operation of the Transfer Station will be self-sufficient. It is understood and agreed that if the Transfer Station does not operate on a self-sufficient basis that any revenue shortfalls will first be paid out of the reserve account established herein and that any additional revenue shortfalls will be funded by the parties in the same percentage as their usage of the Transfer Station for the prior year. Each of the Parties hereto indicates that they will attempt in good faith to budget to account for the possibility of any revenue shortfalls and that they will fund shortfalls from any lawful available funds that each of the entities may have and that in the event of an extraordinary emergency that each of the entities will, if necessary, issue no fund warrants to pay the costs of such extraordinary emergency.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that should the Transfer Station accumulate excess funds in its operation, including the funding of household hazardous waste operations, that such excess funds will be deposited in an account designated as a reserve account for such operations. That after the establishment of an amount mutually agreed to between Chase County and Lyon County, and the City of Emporia, that any balance in the reserve account in excess of such amount will be divided fifty percent (50%) to Lyon County and fifty percent (50%) to the

City of Emporia, and that said division will be made semiannually on June 30 and December 31.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that the Boards of Commissions of Chase County, Lyon County, and the City of Emporia shall establish a yearly budget for the Transfer Station operation.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that a separate entity is not created for the purpose of managing the Transfer Station or operating the same.

IT IS FURTHER UNDERSTOOD that the Transfer Station shall be owned 50% by the City of Emporia and 50% by Lyon County.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that any of the Parties may withdraw by giving one year's notice in advance of January 1 of the year they desire to withdraw, that the remaining Parties may, but shall not be obligated to do so, buy out the capital contribution of the Party wishing to withdraw, that an appraisal will be undertaken by an independent appraisal company, and that the life of the agreement shall be perpetual unless terminated by withdrawals as before set forth. In the event the remaining Parties do not opt to buy out the withdrawing Party, the remaining Parties are hereby authorized to continue utilizing in the Transfer Station operation any equipment and/or real estate currently being used in such operation at the time of such withdrawal.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the Parties hereto that for the purposes of the Interlocal Cooperation Act the

City of Emporia shall be deemed the public agency responsible for the administering of the joint and cooperative undertaking pursuant to K.S.A. 12-2904(d)(1), and that pursuant to K.S.A. 12-2904(d)(2) any property purchased will be jointly held in the name of the Board of County Commissioners of Lyon County, and the City of Emporia, and that property will be disposed of with the consent of the City of Emporia and Lyon County.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the Solid Waste Management Committee shall consist of one representative from each of the cities of the third class in the two counties nominated by their mayors; five members from Emporia; one member from each Chase and Lyon County nominated by their respective County Commissions; the County Commissioners of each county; one from the Lyon County Health Department appointed by the Lyon County Commission; and such other members as the Boards of Commissioners and the Emporia City Commission may agree upon jointly. The total number shall not exceed thirty (30). The members shall serve for a three year term and may be renominated. The committee shall meet at least annually.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that notice shall be given at least seven (7) days prior to the meeting and a quorum shall be constituted by those members present at the regularly called meeting, but in no case of less than five (5) members. The Solid Waste Management Committee shall have the duties prescribed by Statute to said committee and may adopt its own set of bylaws.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Parties shall

share liability of future operations of the Transfer Station to the extent of the amount of their usage of the Transfer Station.

In agreement whereof the Parties have hereto subscribed their official signatures and affixed their official seals the day and year first above written.

This agreement will be submitted to the Attorney General who shall determine whether this agreement is in proper form and compatible with the laws of this state. Failure of the Attorney General to approve or disapprove of the agreement within ninety (90) days of submittal shall constitute approval thereof.

BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

Dennis Hardy
CHAIRMAN

Paul Jones
MEMBER

Albert C. [unclear]
MEMBER

ATTEST:

Ernest C. Malone
CHASE COUNTY CLERK

APPROVED:

[Signature]
CHASE COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS

Dwight Fowler
CHAIRMAN

Mr. [Signature]
MEMBER

Wayne Lippert
MEMBER



Karen K. Hartelbauer
LYON COUNTY CLERK

APPROVED:

[Signature]
LYON COUNTY COUNSELOR

CITY OF EMPORIA, KANSAS

Tom Myers
MAYOR

ATTEST:



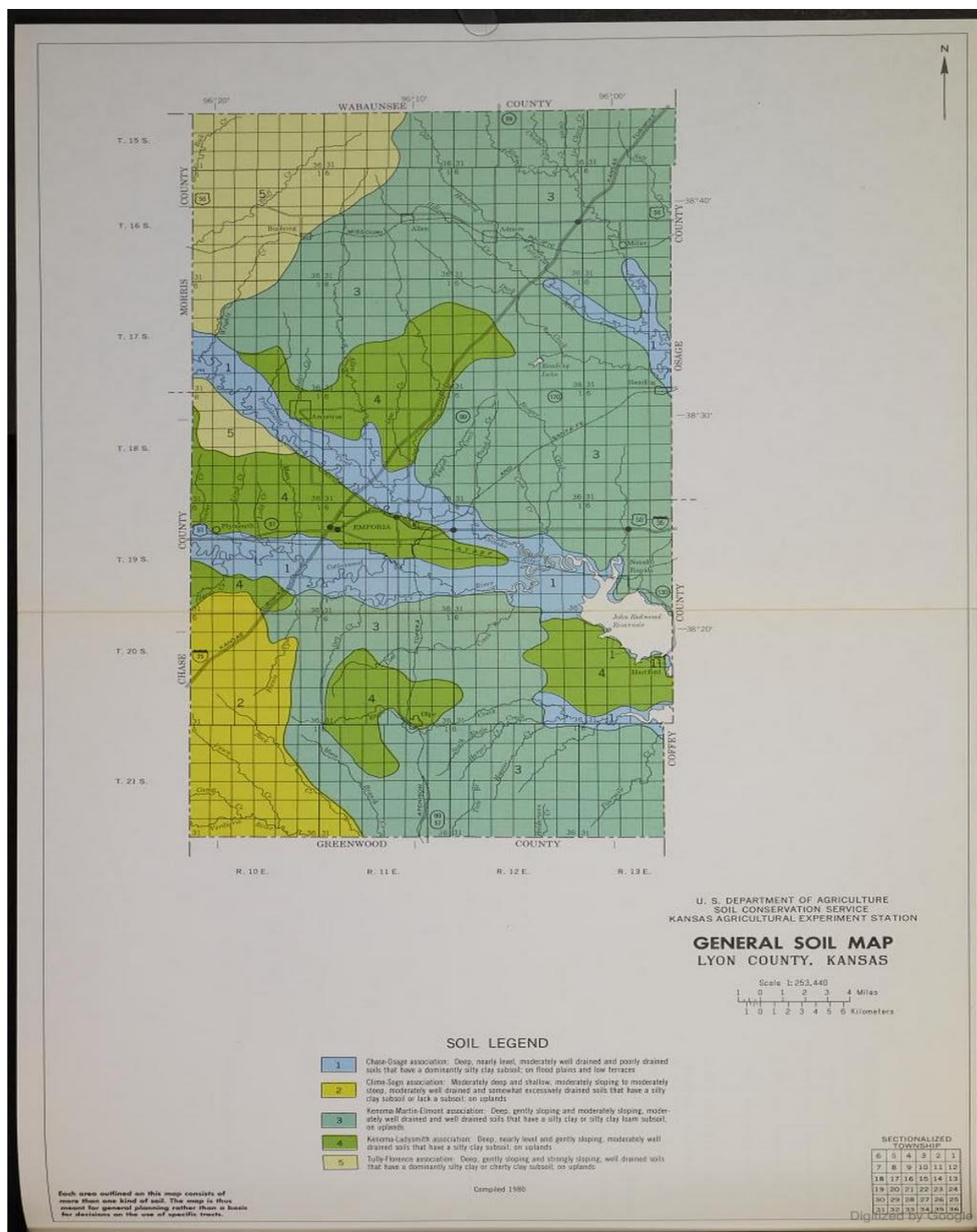
Lisa Mendoza
CITY CLERK

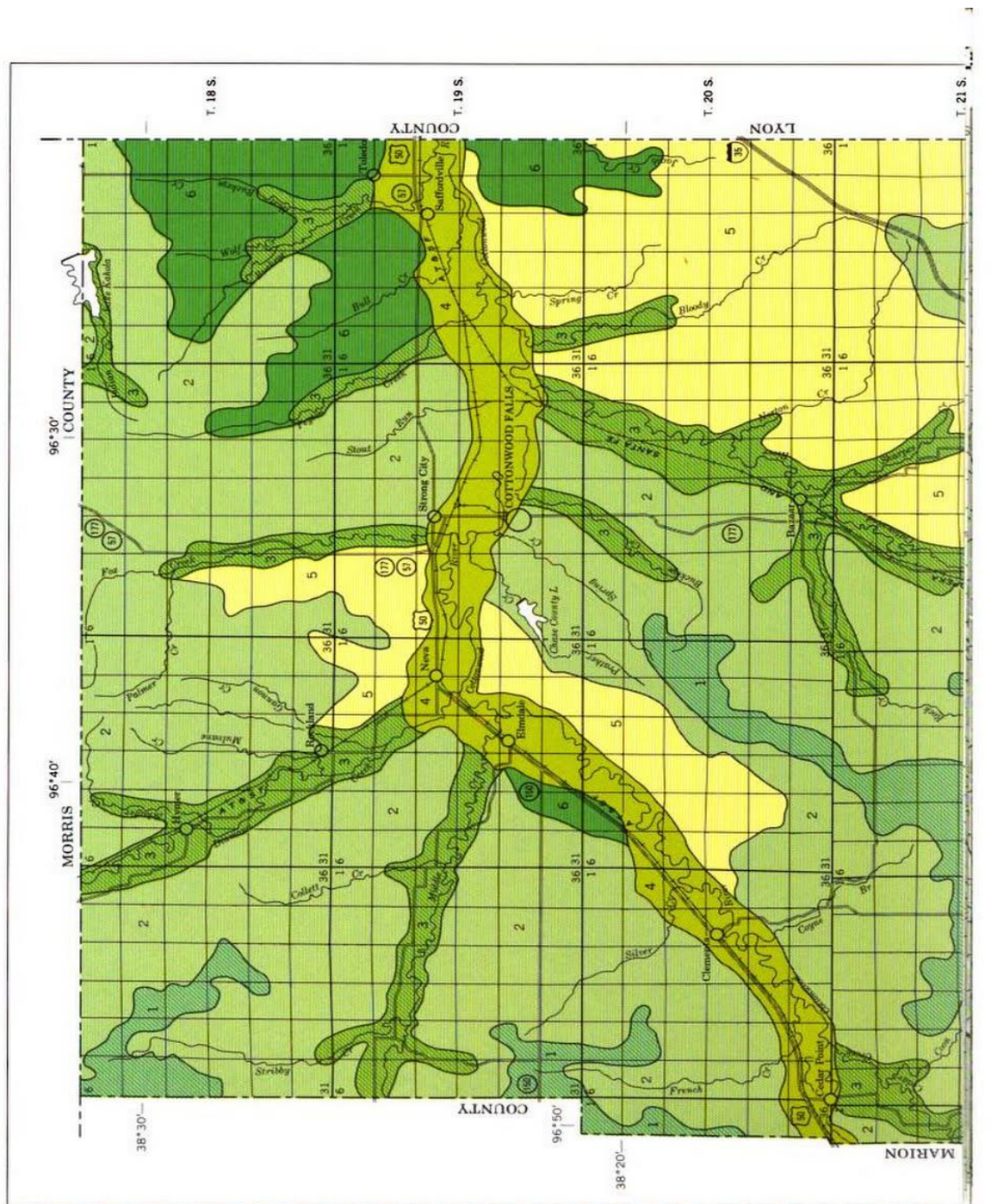
This agreement was submitted to the Attorney General on the
____ day of _____ 1995 and has been approved this
9th day of October 1995.

APPROVED:

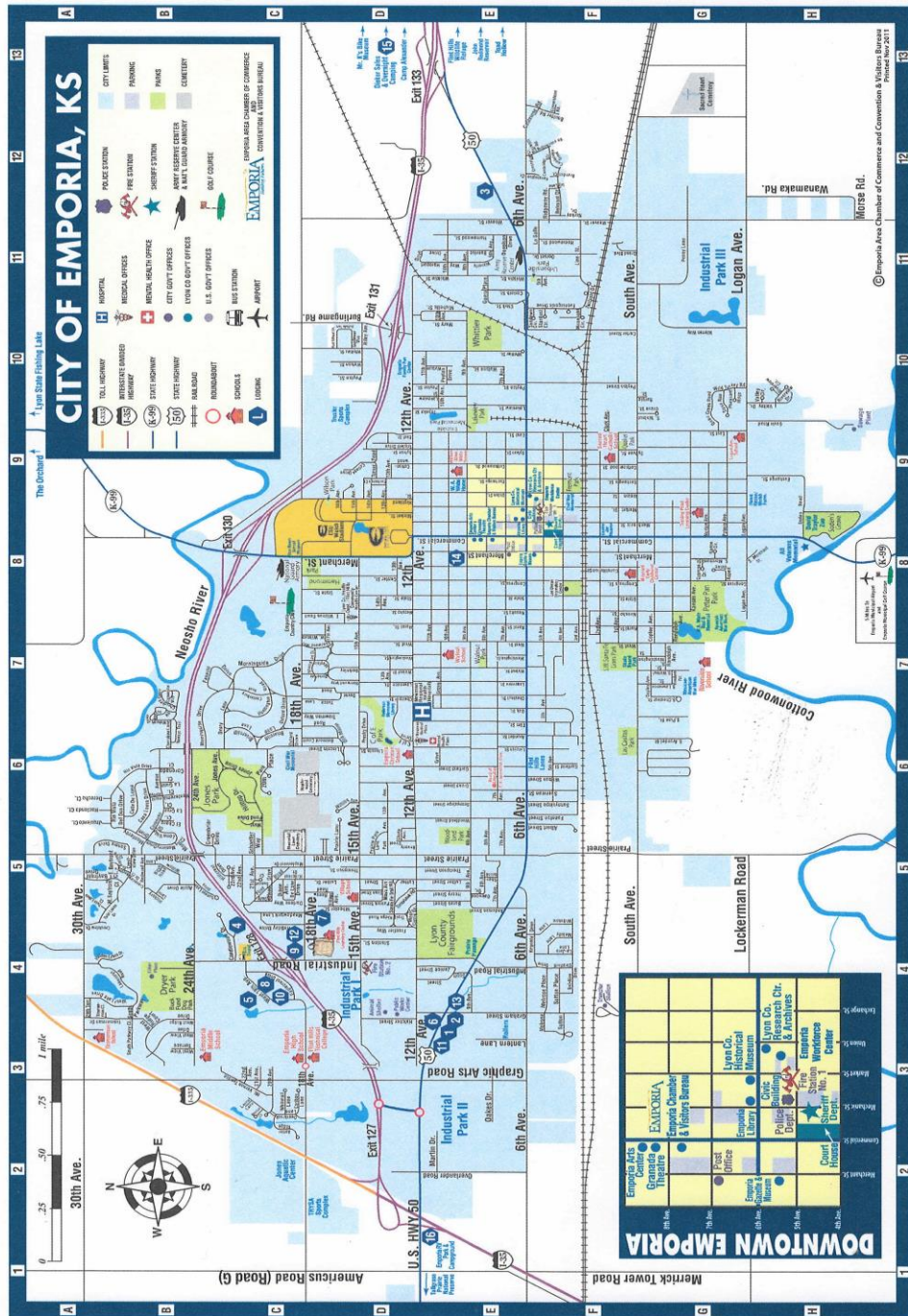
Carla J. Strass
KANSAS ATTORNEY GENERAL

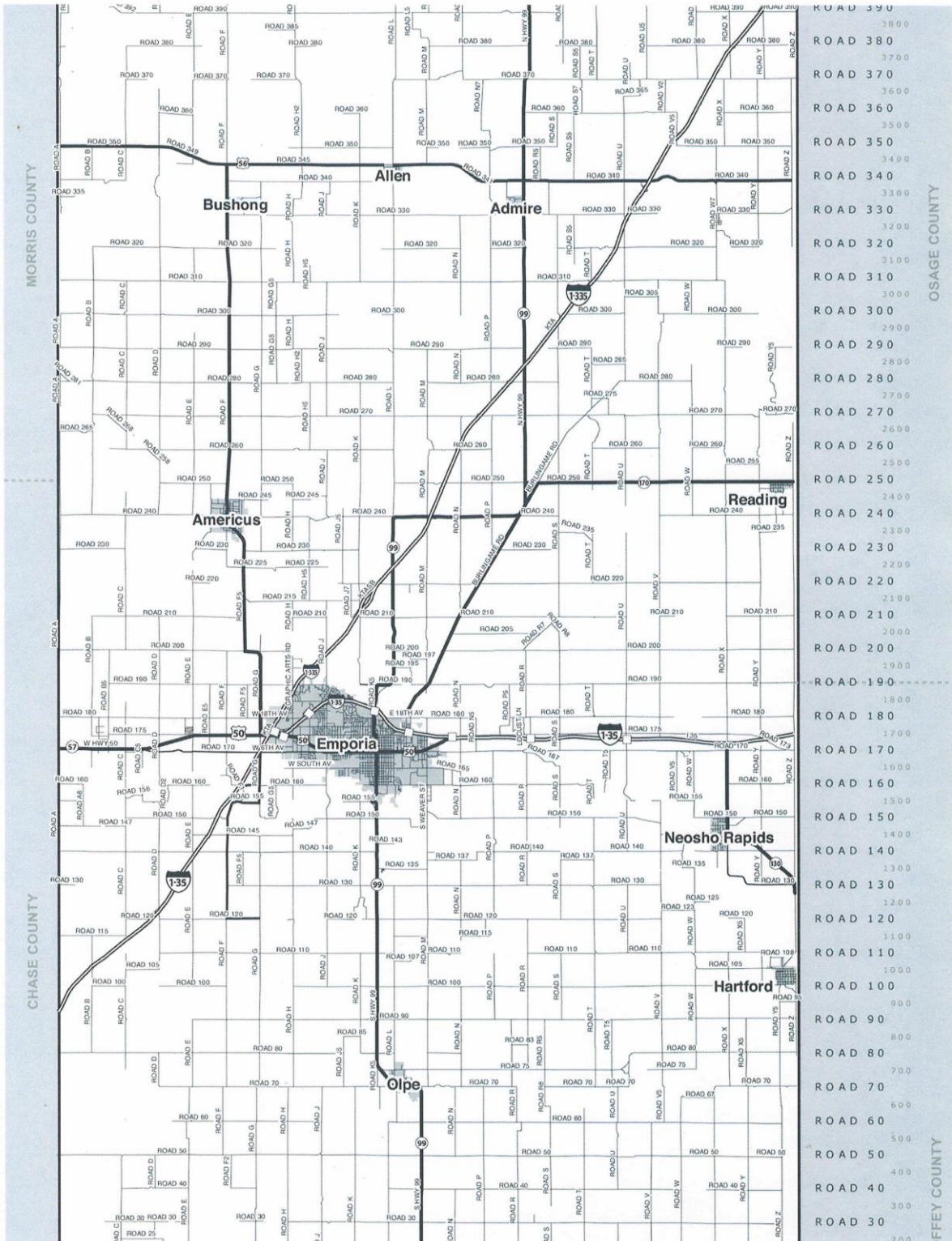
Appendix 13.b GENERAL SOIL MAPS

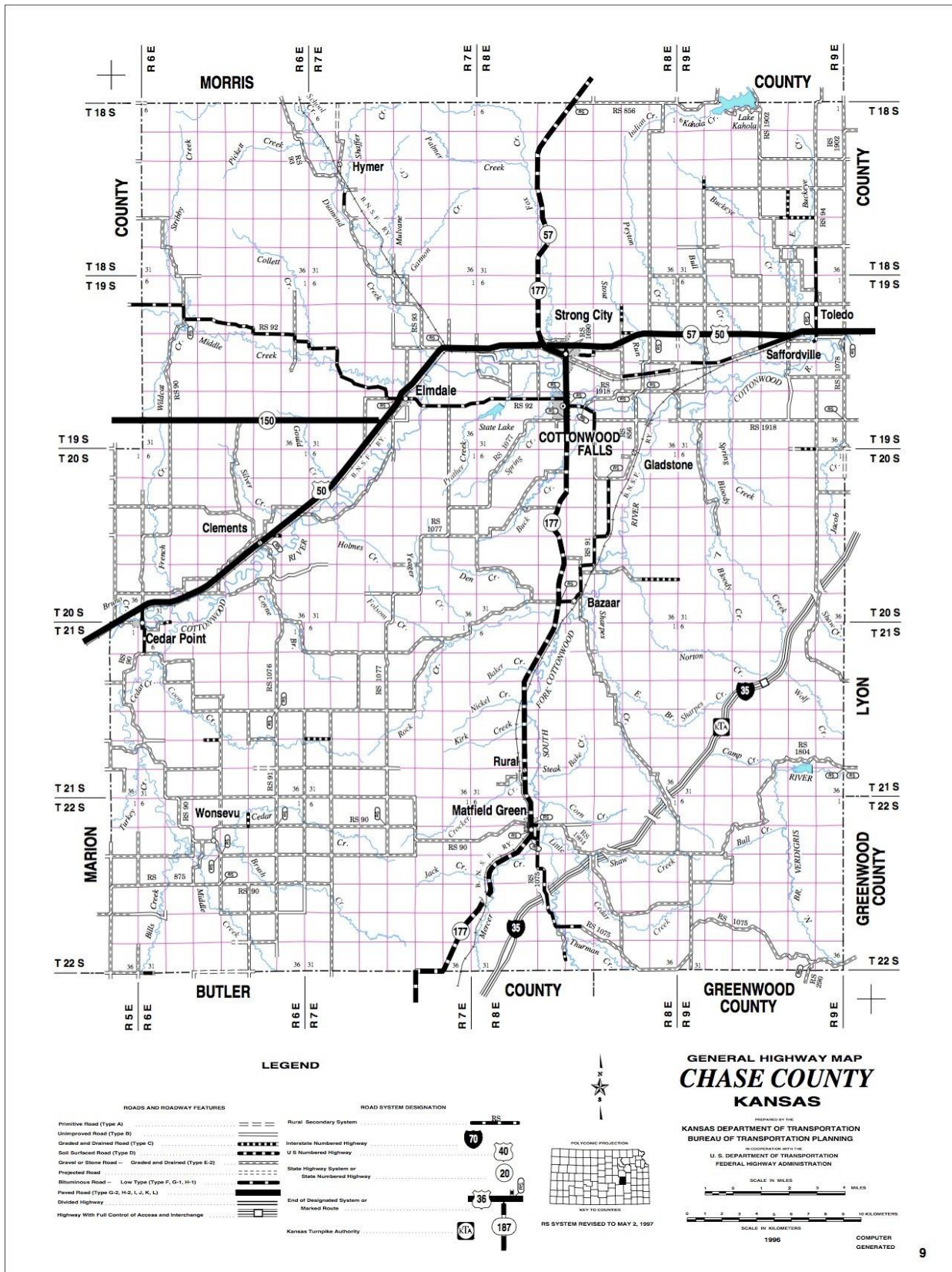




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Appendix 13.d Solid Waste Code of City of Emporia

Chapter 23 Solid Wastes Article 1. In General

Sec. 23-1. Definitions:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Disposal Container : Containers to be collected with their contents for disposal and not to exceed thirty five (35) gallons in capacity.

Garbage : All putrescible wastes, except sewage and body wastes, including vegetable and animal offal and carcasses of dead animals, but excluding recognized industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.

Permanent Solid Waste Container : An enclosed metal one, two (2) or four (4) yard container provided for lease by the city of Emporia and reusable plastic and metal containers with handles, not exceeding thirty five (35) gallons in capacity, for use as solid waste containers.

Polycart: A container provided by the city of Emporia, Kansas, for the collection of solid waste. The polycart is typically made of plastic or rubber and can be of various capacities. The polycart is portable and has a lid that closes.

Refuse: Solid wastes resulting from normal community activities, including all garbage and rubbish.

Rubbish: All nonputrescible solid wastes, such as paper, wood, excelsior, yard trimmings, cans, glass, ashes, leaves, etc.

Yard Waste : Organic material consisting of leaves, grass clippings, and other forms of organic garden waste. (1962 Code, ♦ 18-101; Ord. 92-9, ♦ 1, 4-1-1992; Ord. 97-41, ♦ 1, 11-5-1997; Ord. 06-03, ♦ 1, 2-1-2006)

Sec. 23-2. Prohibited Practices:

No person shall:

- (1) Deposit garbage, refuse or rubbish from a residence or business in sidewalk litter receptacles provided for collecting litter from pedestrians or others using the streets and sidewalks; or
- (2) Deposit garbage, refuse or rubbish in any solid waste container other than his own without the written consent of the owner of such container or with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal; provided that the above and foregoing shall not apply to the proper use of sidewalk litter receptacles; or
- (3) Interfere in any matter with solid waste collection equipment or with solid waste collectors in the lawful performance of their duties as such; or
- (4) Dispose of solid waste at a facility which is not approved by the city. (1962 Code, ♦ 18-102a; Ord. 415, ♦ 1, 9-17-1969; Ord. 938, ♦ 1, 2-7-1979; Ord. 92-9, ♦ 2, 4-1-1992)

Sec. 23-3. Backyards, Occupant's Duties:

The owner or occupant of any business lot, house or mercantile establishment, shall keep the property between the rear of the building and the alley line, clean and clear of all garbage, trash, refuse, paper, bottles, cans or other waste material. (Ord. 92-9, ♦ 3, 4-1-1992)

Sec. 23-14. Use Generally:

No owner or lessee or any other person owning any public or private premises, shall accumulate upon the any refuse, garbage or rubbish except in accordance with the provisions of this chapter and in accordance with the premises provisions of rules and regulations promulgated by the city manager for the storage and collection of garbage, refuse and rubbish. Such rules and regulations shall include, but not be limited to, the following:

- (1) All refuse, garbage and rubbish shall be accumulated for collection by the city in containers approved by the city;
- (2) Containers, except those specifically designed for mechanical lifting and emptying by the city sanitation trucks, shall be designed not to exceed thirty five (35) gallons in capacity;
- (3) Containers shall be constructed so as to be strong, not easily corroded, rodent-proof, insect-proof, and shall be kept tightly covered at all times except when refuse is being deposited therein or removed there-from;
- (4) No refuse resulting from the repair or remodeling of buildings, sidewalks, or other structures shall be deposited for collection in said refuse containers;
- (5) Garbage must be drained and wrapped in paper prior to being deposited in the refuse container;
- (6) Plastic bags impervious to air circulation may be used as containers for garbage, refuse or rubbish so long as the bag opening is kept securely tied or clamped shut except when rubbish is being deposited in or removed from the bag;
- (7) The owners of commercial buildings shall be responsible for assuring that there is an adequate supply of appropriate refuse containers and collection frequency to preclude overflow at any time;
- (8) Nonconforming containers may be collected together with their contents and disposed of. (1962 Code, ♦ 18-102; Ord. 415, ♦ 1, 9-17-1969; Ord. 938, ♦ 1, 2-7-1979; Ord. 92-9, ♦ 4, 4-1-1992; Ord. 99-6, ♦ 1, 4-7-1999;

Sec. 23-15. Collection Service A Municipal Function Exception:

- (a) The collection of refuse within the city is hereby deemed solely a municipal function.
- (b) To ensure the greatest efficiency and lowest cost in such collection to all the citizens of the city, the city shall be the sole provider of such service, and commercial collection of refuse by any other person, firm or corporation within the city limits is hereby strictly prohibited.
- (c) Nothing contained herein shall prevent or be construed as preventing or prohibiting the commercial collection of refuse not regularly collected within the city by the municipal refuse service nor as prohibiting an individual or business from disposing personally of their own refuse in an approved manner.
- (d) The city manager shall have the authority to promulgate rules and regulations not inconsistent with the terms of this section nor with this chapter, as amended, regarding the collection, hauling and disposal of refuse.
- (e) Notwithstanding the provisions of this section, any "trash hauler" as defined under [article III](#) of this chapter, as amended, operating under a license issued pursuant to the terms of said article III of this chapter shall not be prohibited from the operation of such business until the expiration, revocation or other termination of his license.

(Ord. 85-33, ♦ ♦ 1-5, 9-18-1985; Ord. 85-51, ♦ 1, 12-18-1985)

Sec. 23-16. Location Of Refuse And Polycart Containers:

(a) Refuse Containers :

- (1) **Collection From The Street :** If the refuse collection vehicle makes the collection of refuse from the street, disposable containers or permanent solid waste containers, not provided by the city, shall be placed by the resident near the back of the curb or edge of the roadway but not in the street. Such containers shall not be placed out for collection earlier than twelve (12) hours in advance of the start of the scheduled collections. Exemptions to the curb line placement of such containers may be made by the director of public works if, for valid physical reasons, no member of the household can be expected to carry the containers to the curb line.
- (2) **Collection From The Alley :** If the sanitation truck makes the collection of refuse from the alley, permanent or disposable refuse containers shall be placed on private property near the alley line in racks or in designated spaces with rails or guards to prevent them from being overturned.

(b) Polycart Containers :

- (1) **Collection From The Street :** Collection of refuse from polycart containers provided by the city will be from the street. Polycart containers shall be placed within five feet (5') of the back of the curb but not in the roadway. The polycart container shall be placed so the lid opens toward the street and such that there is a five foot (5') clear space on either side of the polycart. (Ord. 92-9, ♦ 5, 4-1-1992; Ord. 97-41, ♦ 2, 11-5-1997)

Sec. 23-17. Certain Refuse Not Collected By City:

- (a) Refuse generated by contractors and refuse items too bulky to be placed in containers shall not be collected by the city.
- (b) The removal of contagious disease refuse, or wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the county health department or other healthcare professional.
- (c) Inflammable or explosive refuse and highly flammable or explosive materials shall not be placed in containers for regular collection.
- (d) Permitted industrial waste, tires, and lead acid batteries shall not be placed in containers for regular collection.

(Ord. 92-9, ♦ 6, 4-1-1992; Ord. 06-03, ♦ 3, 2-1-2006)

Sec. 23-18. Miscellaneous Unlawful Practices:

It is hereby deemed unlawful:

- (1) For any person to intentionally place, in any solid waste container or disposable container anything other than the appropriate materials for pick up and to place that container at the curbside for collection.
- (2) For the owner or person in control of any dog or cat to allow that dog or cat to damage any container or disturb the contents thereof after that container has been properly placed for collection. (Ord. 92-9, ♦ 7, 4-1-1992)

Sec. 23-19. Polycarts:

(a)**Provision And Collection** : Except as otherwise provided in this section, the city will provide a single polycart to the resident without cost. Collection of the refuse will be provided once per week on a day to be established by the city. In the event that the polycart is lost or stolen, the resident will notify the police department and file a stolen property report. Upon the filing of such report, the polycart will be replaced at no additional cost.

(b)**Care And Maintenance** : Standard maintenance of the physical condition of the polycart due to normal usage will be performed by the city. The resident shall be responsible for the cleaning and storage of the polycart. If a polycart is damaged due to abuse, placement of hazardous materials, or extremely heavy materials within the cart, the resident will be charged for the replacement of the polycart at the cost charged by the manufacturer to the city, plus an administrative charge of eight dollars (\$8.00).

(c)**Usage Of The Polycart** : Residents provided the polycart shall utilize the cart for solid waste collection in accordance with the provisions of this chapter and the following:

- (1) All refuse, garbage and rubbish shall be placed inside the polycart for collection by the city.
- (2) All refuse, garbage and rubbish to be collected must be contained within the polycart and no loose materials/refuse will be collected.
- (3) Solvents, liquids or hazardous materials must not be placed in the polycarts.
- (4) No hot ashes are to be placed in the polycart. Extremely heavy objects, such as concrete, engine blocks, etc., should not be placed within the polycart.

(d)**Additional Fees** :

- (1) If a resident finds that the polycart provided does not have sufficient capacity to contain the refuse generated by the household, it is the resident's responsibility to notify the sanitation department and request an additional container. The fee for each additional container provided shall be at the rate of seven dollars ninety cents (\$7.90) per month.
- (2) If a polycart cannot be physically picked up by the sanitation collection vehicle due to obstructed access (i.e., a vehicle parked in front of the polycart or the cart being placed next to a tree/mailbox) it will be passed for collection. Upon request by the resident, a special pick up can be made at an additional cost of ten dollars fifty cents (\$10.50) per pick up.
- (3) If the refuse generated by the household is in excess of the polycart capacity, an additional or loose pick up can be made upon request of the owner at an additional cost of ten dollars fifty cents (\$10.50).

(e)**Other Regulations** : All other provisions of this chapter pertaining to municipal collection of solid waste shall be applicable to the use of polycarts to the extent that such regulations are not inconsistent with the provisions of this section. In the event that such regulations are inconsistent with this section, the provisions of this section shall control. (Ord. 97-41, ♦ 3, 11-5-1997; Ord. 03-07, ♦ 2, 2-26-2003; Ord. 06-03, ♦ 4, 2-1-2006)
Sec. 23-26. Established:

(a)For the collection of garbage, refuse and rubbish by the city, except where provided under subsection (b) of this section, the following monthly fees shall be charged from and after December 1, 2009:

- | | |
|-------------------------------------|--|
| (1) Single-family residences | \$14.84 per month |
| (2) For additional polycart service | \$14.84 per month |
| (3) Multiple-family dwelling units | The monthly charge is \$14.84 per polycart |

- | | |
|---------------------------------------|---|
| (4) Trailer park and mobile home park | The monthly charge is \$14.84 per unit |
| (5) Commercial, loose pick up | The minimum monthly charge is \$35.84. Additional charges to be determined by time required for pick up and volume of refuse |
| (6) Commercial polycart pick up | The monthly charge is \$14.84 per polycart per month for each unit. This service is limited to a maximum of 3 polycarts per unit, once a week pick up, street and physical accessibility for automated service as determined/approved by the solid waste supervisor |
| (7) Special pick up charge | \$29.10 |
| (8) Administrative charge | \$20.00 for change in sanitation service |

(b) For the collection of garbage, refuse, and rubbish by the city where approved attachable containers rented from the city are utilized, the following monthly fees shall be charged from and after December 1, 2009:

Commercial/multi-family (uncompacted containers):

<i>Pick Ups Per Week</i>	<i>1 Yard</i>	<i>2 Yard</i>	<i>4 Yard</i>
1	\$ 78.02	\$108.27	\$165.30
2	99.18	128.27	191.75
3	128.81	162.26	249.93
4	162.53	203.65	318.70
5	196.25	245.18	349.51
6	229.97	286.69	406.57

Commercial/multi-family (compacted containers):

<i>Pick Ups Per Week</i>	<i>3 Yard</i>	<i>4 Yard</i>	<i>5 Yard</i>	<i>6 Yard</i>
1	\$150.75	\$ 191.75	\$ 231.42	\$ 271.09
2	302.83	383.50	462.84	543.51
3	454.91	575.24	694.26	814.60
4	605.66	766.99	927.00	1,087.01
5	757.74	957.42	1,158.42	1,358.11
6	909.81	1,149.17	1,389.84	1,630.52

Industrial box pick up \$68.77 per ton

For the collection of garbage, refuse, and rubbish by the city where the following are utilized, the following monthly fees shall be charged from and after December 1, 2009:

Roll-off containers (2 pick ups per week):

10 yard city owned \$ 575.30

10 yard customer owned	555.50
20 yard city owned	858.90
20 yard customer owned	824.70
40 yard city owned	1,396.40
40 yard customer owned	1,355.10

Sec. 23-27. Collection:

The charge for the collection of refuse will be made at the same time and in the same manner as the charge for the water utility service offered and furnished by the city, and such refuse charge shall be due and payable at the same time and place as the charge for the water utility service that is due and payable. The charge for refuse collections and the charge for water utility service are hereby declared to be parts of one debt to the city insofar as the same affects any one customer or consumer, and the refusal or failure to pay any part of such debt for any monthly period of service in accordance with the rules and regulations established by the governing body shall be sufficient cause for discontinuing water utility service. (1962 Code, ♦♦ 18-106, 18-107)

Sec. 23-28. Exemptions:

Exemptions from payment of municipal refuse collection fees shall be granted to business establishments who dispose of their own refuse or whose refuse is collected and disposed of in an approved manner; provided, that all establishments receiving water service shall be subject to such charges. (1962 Code, ♦ 18-108)

Sec. 23-40. Definitions:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Trash : Refuse, waste material, litter, ashes, sawdust, leaves, grass cuttings, shrubbery and tree trimmings, shavings, packing materials, boxes, excelsior, household rubbish and the like.

Trash Hauler : Any person who is engaged in the business of collecting, hauling and disposing of trash for hire. (Ord. 220, ♦ 1, 9-1-1965)

Sec. 23-41. Rules And Regulations:

The city manager shall have the authority to make rules and regulations not inconsistent with the terms of this article requiring the collection, hauling and disposal of trash to be done in such a manner as not to endanger the public health and safety. (Ord. 220, ♦ 7, 9-1-1965) Sec. 23-53. Required:

No person shall operate a trash hauling business for hire without possessing a valid, unexpired and unrevoked license issued by the city. (Ord. 220, ♦ 2, 9-1-1965)

Sec. 23-54. Application:

Application for a license required by this division shall be made to the city clerk on an application form prepared in duplicate. The city clerk shall supply the form. The application shall set forth the name of the applicant, his address and the make and type of vehicle to be used for collection and hauling of trash. (Ord. 220, ♦ 4(a), (c), 9-1-1965)

Sec. 23-55. Investigation And Issuance:

(a) Upon the filing of an application, the chief of police or his representative shall inspect the vehicle of the applicant to determine that the vehicle to be used is mechanically and operationally safe. If the vehicle is found to

be unsafe, the chief of police shall so report to the city clerk, and the license shall be denied. If the vehicle is found to be safe, the chief of police shall so report to the city clerk. The report shall be returned to the city clerk not more than five (5) days after application is made.

(b) Upon the filing of an application, the city manager or his representative shall investigate the applicant's qualifications and ability to collect, haul and dispose of trash in a satisfactory manner, and the sufficiency of the construction of the applicant's vehicle to haul trash without the contents of the hauling bed escaping. If the applicant or his vehicle is found not to be qualified, the city manager shall so report to the city clerk, and the license shall be denied. If the applicant and his vehicle are found to be qualified, the city manager shall so report to the city clerk. The report shall be returned to the city clerk not more than five (5) days after application is made.

(c) An investigation fee of five dollars (\$5.00), which fee shall be in addition to the license fee, shall be paid to the city clerk at the time the application for a license is made.

(d) If the reports of the chief of police and the city manager indicate that the applicant is qualified, the city clerk shall then issue the license. (Ord. 220,  5, 9-1-1965)

Sec. 23-56. Fee:

The fee for the license required by this division shall be one hundred dollars (\$100.00) for each vehicle to be operated pursuant to such license. Such fee shall be paid at the time the license application is made. If the license is not issued, the city clerk shall return the fee to the applicant. The full amount of the fee shall be paid regardless of when the license is issued. (Ord. 220,   3, 4(b), 9-1-1965)

Sec. 23-57. Term:

A license issued pursuant to the provisions of this division shall expire at twelve o'clock (12:00) midnight on December 31 next following its issuance, provided, however, that such term shall be specifically subject and limited by the other provisions of this division. (OrdSec. 23-58. Revocation:

(a) The governing body of the city, upon ten (10) days' written notice to the person or persons holding the license may revoke a license issued pursuant to this division with or without cause at any time the governing body deems it expedient to the efficient transition of refuse collection to an exclusive collection function. Any trash hauler licensee shall have the opportunity to appear before the governing body prior to revocation to present cause why the license should not be revoked and notice of said opportunity shall be set forth in the aforementioned notice. The notice provided for hereunder shall be deemed sufficient if delivered personally or forwarded by certified or registered mail to the address contained in the licensee's application as provided by section [23-54](#) of this division.

(b) Any of the following reasons shall be deemed sufficient cause for revocation of any license issued pursuant to this division but the same shall not be deemed an exclusive listing:

(1) Fraud, misrepresentation or false statement in applying for a license hereunder or in the course of carrying on the business licensed.

(2) Any violation of the provisions of this section.

(3) Conviction of any crime or misdemeanor involving moral turpitude.

(4) Conducting the business of the licensee in an unlawful manner or in a manner constituting a breach of the peace or a menace to health, safety and the general welfare of the public.

(5) Conviction of violating any ordinance or law prohibiting littering [170](#) .

(6) Conviction during the license period of more than two (2) traffic offenses.

Sec. 23-59. Sunset Provisions:

(a) This article, as amended, shall by this provision expire on a quarterly basis during the calendar year unless the governing body at its first meeting after such date affirmatively by resolution finds that it is necessary and desirable to extend the provisions of this article for another quarter. Provided that any trash hauler licensed under the provisions of this article shall have the opportunity to appear at any meeting at which the governing body shall be considering extending this article for purposes of showing cause why the provisions of this article should be extended. In the event the governing body does not take the affirmative action provided for herein any license issued under the provisions of this article shall be deemed null and void as of twelve o'clock (12:00) midnight on the date of the article's expiration and such trash hauler shall be at that point without authority to continue commercial collection of refuse within the city limits.

(b) For purposes of this section, the "date of the article's expiration" shall be deemed to be the date of the first official meeting of the governing body after a regular quarterly expiration date whereat the governing body fails to

affirmatively extend the provisions of this article.

(c) For the purposes of this section, the term "quarterly" shall mean a period of three (3) calendar months. (Ord. 220, ♦ 8, 9-1-1965; Ord. 85-51, ♦ 4, 12-18-1985)

Sec. 23-70. Established:

The governing body shall designate an area of land for the purpose of a sanitary landfill. (1962 Code, ♦ 18-201; Ord. 1110, ♦ 1, 9-1-1982)

Sec. 23-71. Management and Control:

The management of the sanitary landfill shall be under the control of the city manager. The city manager may enter into agreements with any person as shall be deemed in the best interest of the city in the operation of the facility. (1962 Code, ♦ 18-202; Ord. 1110, ♦ 1, 9-1-1982)

Sec. 23-72. Rules and Regulations:

(a) The operation of the transfer station is subject to various federal and state statutory and regulatory requirements. The right is hereby reserved to refuse to accept the deposit of any waste at the transfer station or condition the acceptance of such waste as may be necessary to comply with the aforementioned requirements.

(b) The city manager may from time to time as deemed necessary, adopt and promulgate rules and regulations for the safe and efficient operation of the transfer station. (1962 Code, ♦ 18-203; Ord. 1110, ♦ 1, 9-1-1982; Ord. 91-1, ♦ 2, 1-2-1991; Ord. 94-21, ♦ 2, 4-6-1994; Ord. 98-2, ♦ 2, 1-7-1998)

Sec. 23-73. Jurisdiction of City Ordinances, Etc.:

The city does hereby extend all its police powers and ordinances pertaining thereto and over the sanitary landfill property and grounds to the same degree and with the same force and effect as if said property were situated within the corporate limits of the city. (1962 Code, ♦ 18-204; Ord. 1110, ♦ 1, 9-1-1982)

Sec. 23-74. Fees:

(a) Effective January 1, 2018, the following shall be the charges for the disposal of waste materials at the transfer station:

(1) Mixed loads:

Minimum (up to 500 pounds)	\$ 8.00
After the first 500 pounds (per 10 pounds)	\$2.90
Per ton	\$41.95

(2) Construction demolition:

Minimum (500 pounds)	\$8.00
After 500 pounds (per 10 pounds)	\$1.30
Per ton	\$25.08

(3) Box pick up:

Trees and brush, per ton	\$45.83
--------------------------	---------

	CD waste, per ton	\$63.27
	Trash, per ton	\$96.01
Roll-off unit charge:		
	10 and 20 cubic yard container, per week	\$87.27
	40 cubic yard container, per week	\$116.37
(4)	Administrative charge for change in sanitation service	20.00
(5)	White goods, minimum charge per item	\$29.10
(6)	Special wastes, minimum per ton, plus associated administrative and handling costs	\$76.56
(7)	Special pick up charge	\$29.10
(8)	Tires:	
a.	20 inches or smaller, each	\$3.20
b.	21 inches to 24.5 inches, each	\$6.25
c.	Larger than 24.5 inches	Accepted only if split
d.	Tires already processed (split along circumference) will be accepted at the \$6.89 per ton rate (minimum).	
(9)	Out of county, accepted only upon written approval of city engineer and at a minimum rate of \$67.72 per ton mixed loads and \$37.62 per ton construction and demolition waste.	

(b) Industrial waste materials must receive an authorization permit from the Kansas department of health and environment and Hamm's quarry before they may be properly disposed of. Industrial waste which has this authorization and is determined acceptable by the city at the transfer station will be assessed the special waste fee of sixty-five dollars twenty-two cents (\$65.22) per ton plus associated administrative handling costs.

(c) A "packer type truck" is a truck that is equipped with a compaction unit designed for the purpose of compressing solid waste materials. A fee of forty-three dollars twenty-six cents (\$43.26) per ton is hereby established to recover the cost to the city for the disposal of this waste.

(d) Loads brought by motor vehicle for disposal at the landfill must be securely covered so as to prevent the covering or load from becoming loose, detached or in any manner escaping from the vehicle. Fees for unsecured loads shall be a minimum of twelve dollars fifty-four cents (\$12.54) or double the amount of charges per subsection (a) of this section, whichever is greater.

(e) The fees designated herein shall be subject to review by the governing body and may be changed by ordinance.

Sec. 23-75. Location Restriction:

(a) Only trash, rubbish or other solid wastes developed in Lyon County, Kansas, shall be accepted for deposit into the sanitary landfill. Other counties may be allowed use of the facility upon the concurrence of the governing body of the city and the board of county commissioners of Lyon County, Kansas.

(b) *Reserved* : (Ord. 91-1, ◆ 4, 1-2-1991; Ord. 94-21, ◆ 4, 4-6-1994)

Sec. 23-76. Fuel Surcharge:

(a) For the collection of garbage, refuse and rubbish by the city, and disposal of solid waste at the landfill, the following fuel surcharge shall be applied to the monthly or other bill:

<i>Fuel Price</i>	<i>Amount Per Pick Up</i>	<i>Gate House Charge Per 500 Pounds</i>
\$3.50 to \$3.74	\$0.34	\$0.59
3.75 to 3.99	0.37	0.68
4.00 to 4.24	0.40	0.76
4.25 to 4.49	0.42	0.85
4.50 to 4.74	0.45	0.90
4.75 to 4.99	0.48	1.02
5.00 to 5.24	0.51	1.11
5.25 to 5.49	0.54	1.19
5.50 to 5.74	0.57	1.28
5.75 to 6.00	0.60	1.36

(b) The benchmark for calculating the surcharge is the prior quarterly average of the weekly Midwest retail on-highway diesel price published by the department of energy, energy information administration, excluding the last full week of the quarter. The average is rounded up or down to the closest fuel price. (Ord. 08-37, ◆ 1, 11-19-2008)

Natural Resources Advisory Board

Sec. 23-131. Creation and Composition:

(a)Creation; Membership: There is hereby created an advisory board to be known as the natural resources advisory board. The board shall consist of not less than eight (8) members and not more than twelve (12) members. Eight (8) of the members shall be appointed by the Emporia city commission. Two (2) members shall be appointed by the Lyon County commission. Two (2) members shall be appointed by the Chase County commission.

(b)Residence; Appointment To Fill Vacancy; Compensation: Members of the board shall reside within the limits of Lyon County or Chase County. Any member who moves his or her residence outside their respective area shall automatically cease to be a member, and a vacancy shall thereby be created. Appointment of members to fill vacancies shall be made in the same manner as the original appointment. The members of the board shall serve without compensation.

(c)Term : Members of such natural resources advisory board shall hold their offices for a term of three (3) years and until their successor shall have been appointed. Members shall serve no more than two (2) successive three (3) year terms in addition to any unexpired term to which they may have been appointed.

(d)Meetings; Quorum; Attendance : The board shall meet on an as needed basis, at a time decided by the board for the purpose of conducting such business as may come before it. Special meetings may be called by the chairperson or by a majority of the board presently serving. A majority of the presently serving members of the board shall constitute a quorum for the purpose of conducting the business thereof. The board may, by majority vote of the board, recommend to the governing body that a member's term be terminated and a new member appointed to fill any unexpired term, whenever a member fails to comply with the attendance requirements of the board's bylaws.

(e)Officers: The board shall elect from among its members a chairperson and vice chairperson. The vice chairperson shall act as the chairperson during the absence or incapacity of same. The term of office for the chairperson and vice chairperson shall be for one year, and no person shall serve more than two (2) consecutive years in the same office. The chairperson and vice chairperson may resign from office at any time during their terms and may do so without resigning from membership on the board.

(f)Removal Of Member: No member or members of the board shall attempt to act on any matter over which the board has jurisdiction unless and until the board has given prior approval to such action. Any member of the board may be removed by the mayor with the consent of the governing body for inefficiency, neglect of duty, or misconduct or malfeasance in office; no such removal shall be effective until the member proposed to be removed has been furnished a written statement of the charges and an opportunity to be heard thereon by the governing body.

Sec. 23-132. Duties and Responsibilities:

It shall be the responsibility of the board to study and promote recycling and resource conservation. The board, when requested by the city commission, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. (Ord. 90-20, ♦ 2, 10-17-1990)

CHASE COUNTY • CITY OF EMPORIA • LYON COUNTY

SOLID WASTE MANAGEMENT PLAN COMMITTEE

Chase County Commissioners

Randy Talkington, Courthouse, P.O. Box 529, Cottonwood Falls KS 66845
Matt Miller, Courthouse, P.O. Box 529, Cottonwood Falls KS 66845
Tony Hazelton, Courthouse, P. O. Box 529, Cottonwood Falls KS 66845

Chase County at Large

Thom Kirk, Noxious Weed Director, P.O. Box 529, Cottonwood Falls KS 66845
William Halvorsen, Chase County Attorney, 308 Broadway, Cottonwood Falls KS 66845
Ann Mayo, Chairperson 766 Middle Creek Rd. Elmdale, KS 66850

City of Emporia

Trey Cocking, Emporia City Manager, 522 Mechanic , Emporia KS 66801
Keith Senn, Solid Waste Manager, 1220 Hatcher, Emporia KS 66801
Derek Wells, Solid Waste Assistant, 1220 Hatcher, Emporia KS 66801
Tim Delcamp, Transfer Station Foreman, 3100 W. South Ave, Emporia, KS 66801
Tina Weeks, Transfer Station Foreman II, 3100 W. South Ave, Emporia, KS 66801

General Public Representative

Vacant Position

Lyon County Commissioners

Scott Briggs, Courthouse, 430 Commercial, Emporia KS 66801
Doug Peck, Courthouse, 430 Commercial, Emporia KS 66801
Rollie Martin, Courthouse, 430 Commercial, Emporia KS 66801

Lyon County At Large

Michael Halleran, Assistant County Counselor, Courthouse, 430 Commercial, Emporia KS 66801
Warren Chip Woods, Lyon County Engineer, 500 South Prairie, Emporia KS 66801
Gary Watts, 1373 Road C, Emporia KS 66801

Private Industry Representatives

Bruce Boettcher PE, BG Consultants, Inc., 2508 West 15th Avenue, Emporia KS 66801

Recycling Industry Representatives

Brandon Acton, Advantage Metals Group, LLC, 302 Graham Street, Emporia KS 66801

Rural/Unincorporated Area Representative

Fred R. Reber, 1542 Road R, Emporia KS 66801

Solid Waste Industry Representatives

Greg Traver, District Mgr., Waste Management, 3611 NW 16th Street, Topeka KS 66618
Steve Bechtel, Steve's Trash Service, 205 Westphalia St., Olpe, KS 66865

Third Class Cities Representative

Michael Spade, Mayor, 616 Market, Admire KS 66830

SOLID WASTE MANAGEMENT PLAN HOLDERS

Malonne Davies, Mayor, 613 1st St., Reading KS 66868

Lydia Simmons, Mayor, 225 E. 4th, Strong City KS 66869

Charles C. Eastman, Mayor, P.O. Box 385, Allen KS 66833

Frederick W. Fechter, Mayor, 401 Cedar, Bushong KS 66833

Kenny Hamman, Mayor, 304 W. Maple Avenue, Hartford KS 66854

Erren Harter, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Jamie Sauder, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Jim Ubert, Emporia City Engineer, 522 Mechanic, Emporia KS 66801

Susan Brinkman, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Becky Smith, Mayor, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Danny Giefer, Emporia City Commissioner, 522 Mechanic, Emporia KS 66801

Christina Montgomery, Emporia City Attorney, 522 Mechanic Street, Emporia KS 66801

Theresa Simmons, Mayor, 206 Murphy Street, Elmdale KS 66850

Jeremy Bowen, Mayor, P.O. Box 38, Cedar Point KS 66843

Bud Sisson, Mayor, P.O. Box 487, Cottonwood Falls KS 66845

Randy Talkington, Mayor, Route 1 Box 50, Matfield Green KS 66862

Keith Pimple, Mayor, 503 Charles St., Olpe KS 66865

Dallas Shepard, Mayor, 238 N. Main St, Neosho Rapids KS 66864

Jeff Walker, Environmental Scientist, KDHE-BWM, 1000 SW Jackson, Suite 320, Topeka KS 66612-1366

Dustin Wright, Mayor, 604 Main St. Americus KS 66835

Appendix 13.f SWMP Committee Minutes

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
FEBRUARY 24, 2022, AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:00 p.m. by Chairperson Ann Mayo. There were nine (9) persons in attendance. The attendance sheet is attached at the end of these minutes.

This meeting was to review the updated "2021 Annual Review Edition SWMP" for year 2020 as COVID prevented the Committee from meeting in October 2021.

1) **Approval of Minutes from the October 13th, 2020, Meeting:**

Keith Senn moved to approve the minutes of the October 13, 2020, meeting as corrected. Derek Wells seconded the motion, and the motion passed unanimously.

2) **Introductions:**

All persons present introduced themselves.

3) **Election of Committee Members [Chair, Secretary, etc.]:**

Chairperson Mayo asked for nominations for Chair. Derek Wells moved for Ann Mayo to continue to serve as Chair if she was willing. Fred Reber seconded the motion, and it passed unanimously.

Chairperson Mayo asked for nominations for Secretary. Steve Bechtel moved for Chip Woods to continue to serve as Secretary. Keith Senn seconded the motion, and it passed unanimously.

4) **Review and discussion of Solid Waste Activity:**

Keith Senn presented the *Solid Waste Management Plan Meeting Overview For the Year 2020*.

Sanitation Collections:

The City's Sanitation Collections Department collected 28,002.51 tons of trash from its residents, commercial businesses, and industries in Emporia in 2020. This represents a decrease of 459.62 tons from 2019. This tonnage accounted for approximately 83.14% of the total trash intake at the City of Emporia/Lyon County Transfer Station. In addition to trash, 1,142.38 tons of construction demolition and 2.41 tons of brush were collected by the Roll-Off Service.

Equipment purchases for the Collections Department in 2020 included 5 HD 20 roll-off containers at a cost of \$22,350.00 and 10 – 4-yard containers at a cost of \$8,250.00 from Kelly Equipment.

A Crane Carrier/New Way automated truck was purchased from Elliot Equipment at a cost of \$233,995.00. It will not be delivered until 2021.

A 2019 Ford F-150 was purchased from John North Ford at a cost of \$21,642 and was delivered on December 19, 2020.

A LET2 Crane Carrier with a Pak-Mor rear load body was purchased in 2019 and was delivered on February 19, 2020 from Downing Sales.

continued page 2

Transfer Station

The Transfer Station received a combined total of \$54,524.81 tons of materials in 2020. This was a decrease of 1,353.82 tons from 2019. Comparison of 2020 tonnages to 2019 tonnages indicates increases in trash, compost, tires, oil, and appliances. Decreases were observed in Construction Demolition waste and brush. A total of 33,682.70 tons of Municipal Solid Waste was shipped in 1,476 semi loads to Hamm's Landfill in 2020 compared to 32,261.43 tons in 1,409 loads in 2019.

Hamm's Landfill shipping costs increased 1.89% (\$0.61) in 2020. The base shipping rate for 2020 was \$32.97 per ton. The average price per ton for trash to Hamm's Landfill in 2020 including the fuel surcharge was \$33.56 per ton compared to \$33.68 per ton in 2019. The Transfer Station did not charge a fuel surcharge to its customers in 2020. The Lyon County Commission signed the Hamm Transport & Disposal contract on June 11, 2020.

A charge of \$10.00 per ton from commercial tree operations was approved by the City Commission on October 13, 2020. The charge was effective January 1, 2021.

KDHE inspected the Transfer Station, Construction Demolition Landfill, and the Tire mono-fill, and other permitted areas on September 1, 2020. The inspection resulted in 1 violation regarding gray water discharge in the load area. Sump pumps were rerouted to the lift station on October 14, 2020. The brush area was inspected on February 20, 2020. The old sanitary landfill site was not inspected in 2020.

Approximately 4,841.67 tons of trees and brush were accepted throughout the year (403.47 tons per month average). This was a decrease of 1,338.41 tons from 2019. Staff utilized an Air Curtain burner to dispose of the materials throughout the year. There were no open burns in 2020. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 11, 2020. KDHE issued the required Class 1 Emission Source Operating Permit on November 5, 2018 (Expires November 24, 2023).

BG Consultants was hired to conduct a re-test of 6 monitoring wells that were discovered to exceed the maximum contaminant level of 10 micrograms per liter of arsenic beginning in 2014. On November 24, 2020, staff from BG collected samples from the 3 monitoring wells (3B, 6, and 8A) containing high arsenic levels. KDHE did not collect split samples at that time. Samples were analyzed by Pace Labs. Pace Labs indicated that arsenic and barium was detected in all 3 of the wells tested. Additionally, benzene and chlorobenzene were detected in MW-3B. As a result, the city will be required to return to annual test of those 3 monitoring wells. The next testing event according to the Interlocal Agreement for all 13 wells will be in 2024.

Staff continued placing materials in Phase 4 of Cell #6 of the CD Landfill. Phases 1 – 3 have been closed.

No "Free Landfill Days" event was held in 2020.

No major equipment purchases were made in 2020. Foley Equipment returned the 973 Track Loader on February 6, 2020, after a hydraulic pump recall.

Upgrades and repairs to the facilities included the installation of new lighting and mirrors above the pit area in June. The Tipping Floor Load Shelf was rebuilt and completed on August 15, 2020, by Scott's Welding. The old sanitary landfill office was rehabbed for file storage in August.

continued page 3

Recycling

The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2020. The Center processed and shipped 1,061 tons of cardboard and a small amount of shredded office paper in 2020. Paper Recycling markets increased moderately during the year. The average price per ton for all materials (including paper & iron) in 2020 was \$78.15 compared to \$55.28 in 2019. Ferrous metal recycling accounted for 176.87 tons and oil tonnage totaled 6.05 tons. Costs avoided by not shipping this tonnage as trash was approximately \$41,573.46.

The City of Emporia's bi-weekly Curbside Recycling program generated 1,092 tons of material in 2020. Other recycling sources (City & County Trailers, County(s) residents) added 347.32 tons of materials to the program. 1,382.40 tons of recyclable material were shipped to Hamm's in 2020. Cost to the City for shipping 90 semi loads and sorting the materials by Hamm's totaled \$79,372.50.

The County recycling trailer program continued to service 6 Lyon County Cities, 4 Chase County Cities, and the Kahola Lake Community. In 2020 the program generated 131.40 tons of recyclable materials. This tonnage represents an increase of 7.52 tons from 2019.

There were no major equipment purchases in 2020. Facility upgrades included the replacement of the loading dock door at the Recycling Center.

5) Solid Waste Management Plan Updates and Changes:

Chairperson Mayo said that we will go through the Plan by Sections for any comments.

Section 1: Page 1-2: Chairperson Mayo questioned the formatting in Table 1.5. She also questioned the Regional Growth Pattern as Chase County continues to decline in population.

Page 1-4: Fred Reber suggested that the last sentence needs corrected as it does not appear to agree with Table 1.7.

Section 3: Page 3.1: Chairperson Mayo commented on confusion concerning Section 3.1 and Table 3.2 concerning concentration of solid wastes such as medical wastes, contaminated soils, and household hazardous waste.

Page 3-6: Steve Bechtel said that there have been changes to the days of the week and the Vendor as he no longer serves Hartford and does not know if Exodus Disposal is still serving towns in Lyon County. He commented that Strong City is now being served by the City of Cottonwood Falls.

Page 3.7: Chairperson Mayo asked about the increase in precious metals in Table 3.16 from 2019. Keith Senn said that it is due to his staff picking up the materials from the tipping floor.

Section 4: Page 4.2: Chairperson Mayo asked about the landfill life of 50 years in the 5th paragraph from the bottom in italics. Keith Senn said that 50 years might be a "stretch" as there could always be things like tornados or other things that would shorten the availability of the permitted area.

Page 4-4: Chairperson Mayo asked if Table 4.4 should be labeled as Table 4.3 as it follows Table 4.2.

Page 4.5: Table continued: Keith Senn commented that S & S Oil and Propane should be changed to MFA and see if they are still accepting waste oil and batteries.

Section 5: Chairperson Mayo made the general comment that we need to be more concerned with climate change and encouraging things like electric mowers and electric/hybrid vehicles. General discussion was held on the matter

Section 6: Keith Senn said that they need to remove "Grinding" from Table 6.1 as the city no longer grinds wood and brush.

Section 10: Page 10-2: Chairperson Mayo asked if they should remove the years 2018 and 2019 from the Ten-Year Outlook. The same may apply to Page 11-1.

6) **Adopt Solid Waste Management Plan with corrections discussed in tonight's meeting or reschedule for later date.**

Chairperson Mayo asked the Committee to adopt the Plan as corrected. Keith Senn made a motion to approve the Plan as corrected. Steve Bechtel seconded the motion, and it received a unanimous vote.

7) **Items from the floor (new business/old business):**

Keith Senn said that Derek Wells had spent a lot of night time getting this plan ready to present to the Committee, and he is concerned about the amount of time it will take them more time to get the updates ready for the next review due this October for year 2021. He may need to hire a consultant to help them get it ready in time.

8) **Discuss Illegal Dumping Issue:**

Chip Woods commented that this is still an issue that costs the county \$3,000 to over \$4,000 per year for the years 2017 to 2020.. The curve on Road 150 east of K-99 remains a favorite area, but it is a problem throughout the county.

Chairperson Mayo thanked the committee members for their attendance and their input. She said that she appreciated their comments and suggestions, and for taking the time to attend tonight. She also thanked Keith Senn, Derek Wells, Tim Delcamp and Chip Woods for their work on the committee.

Chairperson Mayo adjourned the meeting at 8:05 p.m.

Respectfully Submitted;

Warren Chip Woods
Secretary

February 2022 Solid Waste Planning Committee Meeting

Solid Waste Management Plan - Year 2020 Annual Review

Emporia City Water Filter Plant Meeting Room
February 24, 2021
7:00 p.m.

[illegible]

***Lyon County Zoning
Lyon County Courthouse
430 Commercial
Emporia, KS 66801
Phone (620) 341-3471 Fax (620) 341-3249
sseeley@lyoncounty.org***

March 9, 2022

Public Works Department
City of Emporia
1220 Hatcher
Emporia, KS 66801

To Whom It May Concern:

The Lyon County Planning and Zoning office has reviewed the Solid Waste Management Plan for Chase County, City of Emporia, and Lyon County.

We find the plan to be consistent with our mission, goals, and objectives and encourage the Kansas Department of Health and Environment to approve the plan

The Lyon County Planning and Zoning office serves the Citizens of Lyon County, Kansas. Our main goals are to preserve good agricultural land and the orderly and efficient extension of public utilities in Lyon County.

We commend the efforts of the Solid Waste Planning Committee on developing a well-written comprehensive plan that responsibly deals with solid waste in Chase and Lyon Counties.

Respectfully,



Samuel Seeley
Planning/Zoning/FPM Director

cc; Lyon County Planning and Appeals Board

RESOLUTION NO. 5-22

**(A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA, AND LYON COUNTY,
KANSAS)**

WHEREAS, the Board of County Commissioners of Lyon County, Kansas met in due and regular session on the 17th day of March 2022; and

WHEREAS, the Solid Waste Management Planning Committee met on February 24, 2022, with members of that committee being present for the purpose of the Annual Review of the Solid Waste Management Plan with Lyon County as required by statute; and

WHEREAS, the 2021 Solid Waste Management Plan Annual Review for Chase County, the City of Emporia, and Lyon County was adopted as set out in the 2021 Solid Waste Management Planning Committee meeting of February 24, 2022.

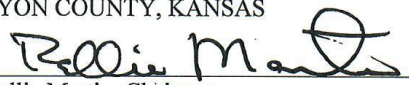
NOW, THEREFORE BE IT RESOLVED, ORDERED AND ORDAINED, by the Board of County Commissioners of Lyon County, Kansas that the changes made at the Annual Review meeting held by the Solid Waste Management Committee on February 24, 2022, are hereby adopted as the 2021 Solid Waste Management Plan Annual Review for Lyon County, Kansas by the Board of County Commissioners of Lyon County upon publication.



ATTEST:


Tammy Vopat, County Clerk

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS


Rollie Martin, Chairman


Doug Peck, Vice-Chairman


Scott A. Briggs, Member

Resolution 2022-03

A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA AND LYON COUNTY, KANSAS

WHEREAS the Board of County Commissioners of Chase County, Kansas met in due and regular session on this 28th day of February, 2022; and

WHEREAS the Solid Waste Planning Committee met on February 24, 2022 to review the year 2020 at the City Water Plant Meeting Room with members of that committee being present for the purpose for the Annual Review for the Solid Waste Management Plan which Lyon County is required by statute to have; and

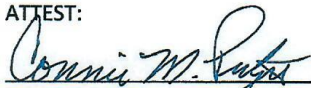
WHEREAS the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County dated February 24, 2022 was adopted with amendments as set out in the Solid Waste Management Planning Committee Meeting minutes of February 24, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Chase County, Kansas that the Solid Waste Management Plan Annual Review for Chase County, the City of Emporia and Lyon County, Kansas dated along with the amendments made to that plan made by the Solid Waste Committee meeting of February 24, 2022, held at the City Water Plant Meeting Room is hereby adopted as the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County, Kansas by the Board of County Commissioners of Chase County.

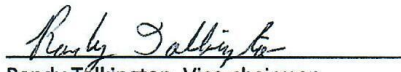
BY THE BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS



ATTEST:


Connie M. Pretzer, County Clerk


Anthony D. Hazelton, Chairman


Randy Talkington, Vice-chairman


Matthew Miller, member

RESOLUTION NO. 3468

**A RESOLUTION RELATNG TO THE ANNUAL REVIEW OF THE SOLID WASTE
MANAGEMENT PLAN OF CHASE COUNTY, LYON COUNTY, AND THE CITY OF
EMPORIA**

WHEREAS, the Solid Waste Management Planning Committee met February 24, 2022 at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan Annual Review for Chase County, Lyon County, and the City of Emporia was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of February 24, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County, Lyon County, and the City of Emporia by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 16th Day of March 2022.

Becky Smith
Becky Smith, Mayor

ATTEST:

Kerry Sull
Kerry Sull, City Clerk



Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

March 30, 2022

Mr. Keith Senn
Solid Waste Manager
1220 Hatcher St.
Emporia, KS 66801

Re: 2022 SWMP Annual Review Approval

Dear Mr. Senn,

The 2021 Lyon/Chase County Solid Waste Management Plan Annual Review has been reviewed and approved. The 2022 Lyon/Chase County Annual Review will be due November 1, 2022. The November date is established by the anniversary date set by the approval of the 2020 5-year SWMP Update. Since it is almost April, I have no issue with moving the due date for the 2022 plan to March 2023. Please let me know what you would prefer.

If you require assistance or have any questions, feel free to contact me at 785-291-3764 or Jeff.Walker@ks.gov

Sincerely,

Jeff Walker, Environmental Scientist
Waste Reduction and Local Assistance

C. Lyon/Chase County Solid Waste File

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
OCTOBER 13, 2020 AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:00 p.m. by Chairperson Ann Mayo. There were seven [7] persons in attendance. The attendance sheet is attached at the end of these minutes.

1) **Approval of Minutes from the October 24th, 2019 Meeting:**

Chairperson Mayo noted the following corrections:

- a) Page 2 under (e) next to last sentence: "n" should be "if no arsenic"
- b) Page 2 under (h) next to last sentence: "Big" should be *Bid*
- c) Page 3 under (5): SWPM should be *SWMP*
- d) Page 4 on 4th line from the top: "du" should be *due*. It should be noted that the Interlocal Agreement will not allow the reduction in membership. Keith Senn commented that the agreement does not require a quorum attending the meeting for voting purposes.

Keith Senn moved to approve the minutes of the October 24th, 2019 meeting as corrected. Derek Wells seconded the motion, and the motion passed unanimously.

2) **Introductions:**

No introductions were necessary as all present had attended these meetings in the past.

3) **Election of Committee Members [Chair, Secretary, etc.]:**

Chairperson Mayo asked for nominations for Secretary. Gary Watts moved for Chip Woods to continue to serve as Secretary. Derek Wells seconded the motion, and it passed unanimously.

Chairperson Mayo asked for nominations for Chair. Keith Senn moved for Ann Mayo to continue to serve as Chair if she was willing. Gary Watts seconded the motion, and it passed unanimously.

4) **Review and discussion of Solid Waste Activity:**

Keith Senn presented the *Solid Waste Management Plan Meeting Overview For the Year 2019*.

Sanitation Collections:

- a) The Department collected 27,542.89 tons of trash from residents, commercial businesses and industries in Emporia in 2019, which is an increase of 2,084.24 tons from 2018. This accounted for approximately 84.18% of the total trash intake at the City of Emporia/Lyon County Transfer Station. Additionally, 1,966.11 tons of construction demolition and 19.50 tons of brush were collected by the Roll-Off Service.
- b) Purchases for the Collections Department included
 - 1) 8 roll-off containers (2-30 yard, 2-30 yard and 4-40 yard) purchased at a cost of \$40,756.00 from Kelly Equipment that was delivered 6-12-19.
 - 2) A LET2 Crane Carries with a Pak-Mor rear load packer body was purchased from Downing Sales and Service at a cost of \$193,072.00. (Bid opening 7-23-19; Awarded 8-07-19; Delivered 2-17-2020)

- 3) A 2020 Ford F-150 was purchased from John North Ford; Awarded 10-16-19; Delivered 12-19-19.

Transfer Station

- a) The Transfer Station received a combined total of 55,878.63 tons of materials in 2019, which is an increase of 681.25 tons from 2018. Comparison of 2019 tonnages to 2018 tonnages indicates increases in materials, including trash, brush, processed tires, oil and compost. A total of 32,261.43 tons of Municipal Solid Waste was shipped in 1,409 semi loads to Hamm's Landfill in 2019 compared to 31,527.32 tons in 1,374 loads in 2018.
- b) There was no increase in Hamm's Landfill shipping costs in 2019. The base shipping rate for 2019 remained at \$32.36 per ton. The average price per ton for trash to the Hamm's Landfill in 2019, including the fuel surcharge, was \$33.68 per ton compared to \$33.90 per ton in 2018. The Transfer Station did not charge a fuel surcharge to its customers in 2019. The current Hamm's contract expires on December 31, 2020.
- c) A 5% increase in Transfer Station Rates went into effect January 1, 2019.
- d) KDHE inspected the Transfer Station, Construction Demolition Landfill, Tire Mono-fill or other permitted areas on 7-25-19. The inspection resulted in no violations. There was no inspection of the brush area in 2019. The old sanitary landfill was inspected on 6-19-19 without any violations.
- d) Approximately 6,180.08 tons of trees and brush were accepted throughout the year (515 tons per month average). This was an increase of 2,236.42 tons from 2018. Staff utilized a combination of open burning and an Air Curtain Burner to dispose of the materials throughout the year. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 19, 2019. KDHE issued the required Class 1 Emission Source Operating Permit on November 5, 2018 that expires 11-24-2023.
- e) BG Consultants began planning for the construction and relocation of the Tire Mono-fill to the west of the current site on 5-15-2019. The plan was submitted to KDHE. On March 4, 2019 KDHE advised the area submitted was a pre-approved area. Bruce Boettcher commented that they had requested a letter from KDHE that is was a pre-approved area, but all he got back was an e-mail.
- f) BG Consultants was hired to conduct a re-test of 6 monitoring wells that were discovered to exceed the maximum contaminant level of 10 micrograms per liter of arsenic beginning in 2014. On August 24, 2019 staff from BG collected samples from the 3 monitoring wells (3B, 6, 8A) containing high arsenic levels. KDHE also took split samples at that time. Samples were analyzed by Pace Labs. The City will be allowed to return to a 5-year sampling schedule as described in the Interlocal Agreement when the test results are non-detectable. The next event for all 13 wells would be in 2024.
- f) Staff began placing materials in Phase 4 of Cell #6 of the current CD Landfill. Phase 2 continues to be closed as a result of a file in November of 2015. Closure of Cell 1 & 3 began in June. GeoTech took elevations on 6-13-19. The first lift of closure was completed on 6-21-19 and tested by Terracon. The first lift of closure was applied to Cell #3 as well as the second lift of Cell #1 on 9-10-19. The second lift on Cell #3 was applied on 10-28-19.
- g) A springtime "Free Landfill Days" event was held April 28-May 6, 2019. During this period 1,193 customers deposited 177.07 tons of trash and 54.93 tons of construction

demolition materials. Customers included Strong City and Cottonwood Falls in Chase County.

h) Major equipment purchases for 2019 included q 2019 973K Cat Track Loader for a purchase price of \$404,280.00 from Foley Equipment of Topeka/Manhattan; Specification meeting 1-10-19; Pre-bid 1-30-19; Awarded 2-20-19; Delivered 7-24-19; Recalled for pump issues in October 2019; Repaired and returned 2-6-2020.

i) Upgrades and Repairs to the facilities included: A new lift station was purchased from Smith and Loveless and installed by Ed Hickman; Delivered 7-30-19 and installed 8-21-19. A Custom constructed swinging door was purchased from Rich Door Company and was fabricated for the north end of the semi-trailer load area; Installed 8-6-19.

Recycling

a) The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2019. The Center processed and shipped 1,160.29 tons of cardboard and a small amount of shredded office paper in 2019. Paper Recycling markets were lower throughout the year. The average price per ton for all materials (including paper and iron) in 2019 was \$55.28 compared to \$103.73 in 2018. Ferrous metal recycling accounted for 109.89 tons and oil tonnage totaled 6.90 tons. The costs avoided by not shipping this tonnage as trash was approximately \$39,068.80.

b) The City of Emporia bi-weekly Curbside Recycling program generated 1,053.39 tons of material in 2019. Other recycling sources (County and City Trailers, County(s) residents and private haulers) added 390.53 tons of materials to the program. 1,384.97 tons of recyclable materials were shipped to Hamm's in 2019. Cost to the City for shipping 86 loads and sorting of materials by Hamm's totaled \$79,965.90.

c) The County recycling trailer program continued to service 6 Lyon County cities, 4 Chase County cities and the Kahola Lake Community. In 2019 the program generated 123.88 tons of recyclable materials. This tonnage represents a slight decrease of 0.07 tons from 2018

d) There were no major equipment purchases or facility repairs at the Recycling Center in 2019

Chairperson Mayo asked if there is a possibility of losing the Curbside Recycling program.

Keith Senn said that it is possible. It costs more to ship recycling materials than trash. The City may possibly charge for the program. They are waiting for the new proposal from Hamm's.

Chairperson Mayo asked if they are tracking employee costs due to COVID.

Keith Senn said that so far it has not been an issue as they have other equipment operators in other departments. He said that they can run the 4 routes with 3 trucks, but it does have an impact on the operators.

Chairperson Mayo commented that this might be something to include in the report next year.

5) Solid Waste Management Plan Updates and Changes:

Chairperson Mayo said that we will go through the Plan by Sections for any comments.

Section 1: Page 1-3: Chairperson Mayo questioned commented that the bold heading **1.f Future Population Growth and Areas of Populations** should be moved to the next page.

Section 6: Page 6-4: Keith Senn pointed out that in Year 2019 it should state a 973K Cat track loader.

Section 8: Page 8-1: Chairperson Mayo asked if the salaries were the current rates. Keith Senn said that salaries are only updated during the 5-Year Plan, and that the City is looking at salary rates.

Page 8-2: Chairperson Mayo commented that wording under **Operation** needs to be revised. The curbside recycling service was explored and accepted by the Natural Resources Advisor Board. The operation includes a slight increase...

Section 9: Page 9-2: Chairperson Mayo noted that the heading is for a 5-Year Budget but there is only four years listed. Keith Senn said that he has the 2015 information that he can add.

6) **Adopt Solid Waste Management Plan with corrections discussed in tonight's meeting or reschedule for later date.**

Chairperson Mayo asked the Committee to adopt the Plan as corrected. Gary Watts made a motion to approve the Plan as corrected. Keith Senn seconded the motion, and it received a unanimous vote.

7) **Items from the floor (new business/old business):**

There was no old business or new business.

8) **Discuss Illegal Dumping Issue:**

Chip Woods commented that this is still an issue that costs the county \$12,000.00 to \$15,000.00 per year. The curve on Road 150 east of K-99 remains a favorite area, but it is a problem throughout the county.

Chairperson Mayo asked if there was still a program through KDHE for providing cameras for hot spots. Keith Senn said that he thought the program was still available.

Chairperson Mayo thanked the committee members for their attendance and their input. She said that she appreciated their comments and suggestions, and for taking the time to attend tonight. She also thanked Keith Senn, Derek Wells, Tim Delcamp and Chip Woods for their work on the committee. She recognized Gary Watts for his dedication for always attending these meetings and for his input.

Chairperson Mayo adjourned the meeting at 8:00 p.m.

Respectfully Submitted;



Warren Chip Woods
Secretary

2020 Solid Waste Planning Committee Meeting

Solid Waste Management Plan - Year 2019 Annual Review

Emporia City Water Filter Plant Meeting Room
October 13, 2020
7:00 p.m.

[illegible]

***Lyon County Zoning
Lyon County Courthouse
430 Commercial
Emporia, KS 66801
Phone (620) 341-3471 Fax (620) 341-3249
sseeley@lyoncounty.org***

October 20, 2020

Public Works Department
City of Emporia
1220 Hatcher
Emporia, KS 66801

To Whom It May Concern:

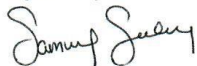
The Lyon County Planning and Zoning office has reviewed the Solid Waste Management Plan for Chase County, City of Emporia, and Lyon County.

We find the plan to be consistent with our mission, goals, and objectives and encourage the Kansas Department of Health and Environment to approve the plan

The Lyon County Planning and Zoning office serves the Citizens of Lyon County, Kansas. Our main goals are the preservation of good agricultural land and the orderly and efficient extension of public utilities in Lyon County.

We commend the efforts of the Solid Waste Planning Committee on developing a well written comprehensive plan that responsibly deals with solid waste in Chase and Lyon Counties.

Respectfully,



Samuel Seeley
Planning/Zoning/FPM Director

cc; Lyon County Planning and Appeals Board

RESOLUTION NO. 12-20

**(A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA, AND LYON COUNTY,
KANSAS)**

WHEREAS, the Board of County Commissioners of Lyon County, Kansas met in due and regular session on the 22 day of October 2020; and

WHEREAS, the Solid Waste Management Planning Committee met on October 13, 2020, with members of that committee being present for the purpose of the Annual Review of the Solid Waste Management Plan with Lyon County as required by statute; and

WHEREAS, the 2020 Solid Waste Management Plan Annual Review for Chase County, the City of Emporia, and Lyon County was adopted as set out in the Solid Waste Management Planning Committee meeting of October 13, 2020.

NOW, THEREFORE BE IT RESOLVED, ORDERED AND ORDAINED, by the Board of County Commissioners of Lyon County, Kansas that the changes made at the Annual Review meeting held by the Solid Waste Management Committee on October 13, 2020, are hereby adopted as the Solid Waste Management Plan Annual Review for Lyon County, Kansas by the Board of County Commissioners of Lyon County upon publication.

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS



Rollie Martin, Chairman

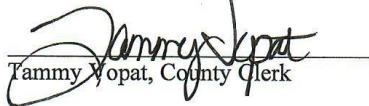


Scott A. Briggs, Vice-Chairman



Dan Slater, Member

ATTEST:


Tammy Wopat, County Clerk

Resolution 2020-15

A RESOLUTION RELATING TO THE SOLID WASTE MANAGEMENT PLAN
OF CHASE COUNTY, THE CITY OF EMPORIA AND LYON COUNTY, KANSAS

WHEREAS the Board of County Commissioners of Chase County, Kansas met in due and regular session on this 30nd day of October, 2020; and

WHEREAS the Solid Waste Planning Committee met on October 13th, 2020 at the City Water Plant Meeting Room with members of that committee being present for the purpose for the Annual Review for the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County dated October 29th, 2019 was adopted with amendments as set out in the Solid Waste Management Planning Committee Meeting minutes of October 29th, 2019.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Chase County, Kansas that the Solid Waste Management Plan Annual Review for Chase County, the City of Emporia and Lyon County, Kansas dated October 13, 2020 along with the amendments made to that plan made by the Solid Waste Committee meeting of October 13, 2020, held at the City Water Plant Meeting Room is hereby adopted as the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County, Kansas by the Board of County Commissioners of Chase County.

BY THE BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

absent

Anthony D. Hazelton, Chairman

Bill Fillmore

Bill Fillmore, Vice-chairman

ATTEST:

Connie M. Pretzer
Connie M. Pretzer, County Clerk

Randy Talkington
Randy Talkington, member

RESOLUTION NO. 3039

**A RESOLUTION RELATNG TO THE ANNUAL REVIEW OF THE SOLID WASTE
MANAGEMENT PLAN OF CHASE COUNTY, LYON COUNTY, AND THE CITY OF
EMPORIA**

WHEREAS, the Solid Waste Management Planning Committee met October 13, 2020 at the City Water Treatment Plant with members of the Committee being present for the purpose of the annual review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan Annual Review for Chase County, Lyon County, and the City of Emporia was adopted with amendments as set out by the Solid Waste Management Planning Committee minutes of October 13, 2020; and

WHEREAS, the City Commission reviewed the proposed Solid Waste Management Plan and the minutes of the Solid Waste Management Planning Committee meeting at the October 14, 2020 study session;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County, Lyon County, and the City of Emporia by the Emporia City Commission upon publication.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 21st day of October 2020.

ATTEST:


Kerry Sull, City Clerk




Danny Giefer, Mayor

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Lee A. Norman, M.D., Secretary

Laura Kelly, Governor

November 3, 2020

Mr. Derek Wells
Solid Waste Asst. Manager
1220 Hatcher St.
Emporia, KS 66801

Re: 2020 Chase/Lyon County Solid Waste Management Plan Annual Review Approval

Dear Mr. Wells,

The 2020 Chase/Lyon County Solid Waste Management Plan Annual Review has been reviewed and approved. The 2021 Chase/Lyon County Annual Review will be due November 1, 2021.

If you require assistance or have any questions, feel free to contact me at 785-291-3764 or Jeff.Walker@ks.gov

Sincerely,

Jeff Walker, Environmental Scientist
Waste Reduction and Local Assistance

C. Chase/Lyon County Solid Waste File



Kansas Don't Spoil It!

Kansas Department of Health and Environment
Bureau of Waste Management



What is KDSI?

Environmental Information

Kids Place

Newsroom

Brochures & Publications

Business

Public Officials

Communities

Calendar Contest

Teachers

KDHE Gateway

Contact Us

KDSI Homepage

Kansas is a clean state, and we want to keep it that way. We began the KDSI campaign, an awareness and education program, to encourage Kansans to reduce, reuse and recycle waste and keep their state in a beautiful condition.



We aim to keep the Kansas environment top-of-mind so that every Kansan will do what's needed to "keep it clean" to minimize the amount of waste entering the environment.

Our goal is to teach citizens of Kansas how to make a difference in a variety of easy and meaningful ways. Every Kansan is able to make large or small efforts to keep their state environmentally sound. It then becomes each individual's responsibility to get involved.

Designed to reach both general and targeted audiences, the KDSI message has been introduced at the Kansas State Fair, seen on billboards and displayed on posters at recycling centers throughout Kansas. Additionally, KDSI has been communicated through pamphlets, fact sheets, newspaper ads, news releases, broadcast public service announcements and promotional items.

Further, KDSI has developed school curricula that enable educators to deliver a comprehensive message of environmental stewardship to children K-8.

We realize the incredible potential Kansas kids have in effecting a long-term consciousness about the environment. We've started with the new generation because they will carry the campaign into the future.

Your local waste management company is charged a dollar-per-ton tipping fee, which is allocated for the Kansas Bureau of Waste Management. While most of those funds go directly to grants, less than five percent is dedicated to public education.

For more information, contact your local solid waste service providers, including:

- Kansas Department of Health and Environment, Bureau of Waste Management (785.296.1600)
- Solid Waste Planning Committee
- City/County Public Works
- Private collection/disposal companies
- Elected officials
- Kansas Business and Industry Recycling Program, Inc. (BIRP) (785.273.6808)

KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT - BUREAU OF WASTE MANAGEMENT
1000 SW Jackson, Suite 320 Topeka, KS 66612-1366 www.kdheks.gov/waste Phone: (785) 296-1600 Fax: (785) 296-6909

copyright© 2002 webkits4u.com

http://www.kdheks.gov/kdsi/what_is.html

2/10/2010

**"Turn left
at the old sofa
on the side
of the road"
is not a
wise direction.**

Illegal dumping.
It hurts the environment, scars
the landscape and violates our
civic pride. Kansas is a clean state,
a beautiful state — and it's up to us
to make sure it stays that way.
For information on proper disposal
methods, call the KDHE
at 913-296-1600.

**KANSAS
DON'T SPOIL IT!**

A public awareness
initiative from your
Kansas Department of
Health and Environment

**Parents,
we thought you
ought to know
your kids are
talking trash.**

**Public education. It's important
to the "Kansas: Don't Spoil It!"
program. Teachers are helping
us spread the word: We're all
responsible for our environment.
So don't be surprised if your kids
come home saying, "Reduce, reuse,
recycle." They'll be talking trash.
And it's about time.
For more information, call the KDHE
at 913-296-1600.**

**KANSAS
DON'T SPOIL IT!**

A public awareness
initiative from your
Kansas Department of
Health and Environment

**"Turn left
at the old sofa
on the side of
the road"
is not a wise
direction.**

**Illegal
dumping.**
Find out what you can
do to keep our state
beautiful. Call the
KDHE at 913-296-1600.

**KANSAS
DON'T SPOIL IT!**

A public awareness
initiative from your
Kansas Department of
Health and Environment

**Parents,
we thought you
ought to know
your kids are
talking trash.**

**Public
education.**
It's part of the program.
Call the KDHE at
913-296-1600.

**KANSAS
DON'T SPOIL IT!**

A public awareness
initiative from your
Kansas Department of
Health and Environment

Appendix 13.h Hazardous Waste Facility

Lyon County Hazardous Waste Facility
3000 West South Avenue
Emporia KS 66801

Hours M-F 8-4

WHAT TO BRING

Household Hazardous Materials can be categorized into four groups: paints, household cleaners, garden and pest control products and automotive products. It is best to use and recycle products. As a last resort, bring materials to the site in the original containers, so active ingredients can be identified.

HOUSEHOLD/CLEANING PRODUCTS

Oven Cleaners
Toilet Cleaners
Photographic Chemicals
Disinfectants
Drain Cleaners
Rug & Upholstery Cleaners
Floor and Furniture Cleaners
Bleach Cleaners
Mothballs
Pool Chemicals
Ammonia Based Cleaners
Abrasive Cleaners or Powders

PAINT/FINISHING PRODUCTS

Paints
Enamel or Oil Based Paints
Rust Paints
Thinners and Turpentine
Furniture Strippers
Wood Preservatives Stain/Finishes

GARDEN/PEST CONTROL PRODUCTS

Pesticides/Household Insecticides
Fungicides
Arsenicals (Contain Lead)
Botanicals (Made of Plants)
Carbonates
Chlorinated Hydrocarbons
Organo-Phosphates
Roach and Ant Killers
Rat and Mice Problems
Herbicides

AUTOMOTIVE PRODUCTS

Antifreeze
Transmission Fluids
Brake Fluids
Waste Oil

**Lyon County Hazardous Waste Facility
3000 West South Avenue
Emporia KS 66801**

Hours M-F 8-4

What Not To Bring

Unknown Materials (No Label)

PCB's

Infectious Waste

Radioactive Waste

Compressed Gas Cylinders (Pressurized Cans)

Laboratory Chemicals

Asbestos

Brush Killers w/ 2,4,5-T, or 2,4,5-TP

Kepone (Found In Older Insecticides)

Silvex

Dioxins

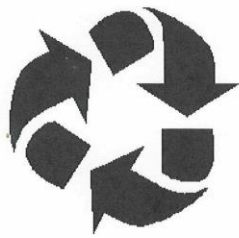
Chlorophenoxy Derivative Acids

Wood Preservatives w/Tri, Tetra, or Penta – Chlorophenols or any derived form

Before Bringing Products to Collection Site

- Check Containers – Make Sure Lids Are Tight
- Make Sure Products Are Labeled. Don't Bring Unknown Products
- Pack Each Toxic Waste In A Sturdy Container; Such As A Tub Or Box. Line The Bottom And Pack Sides with Newspaper or Other Absorbent Material
- Wrap Leaking or Dirty Individual Containers In A Clear Plastic Bag and Pak Each Item In A Larger Container With Absorbent Material, Such As "Kitty Litter" to Soak Up Leaks.
- Transport The Materials In Your Automobile Trunk or Truck Bed

Each participant will be limited to eighty (80) pounds or five (5) gallons of liquid waste per residential household visit unless prior arrangements have been made.



RECYCLING DIRECTORY

Prepared by the Natural Resources Advisory Board
Please note that the hours, phone numbers and addresses
were checked carefully but are subject to change. To be
included in future directories please contact the City of
Emporia Public Works office At 340-6339

How to recycle in Emporia for residents of Lyon and Chase Counties plus the surrounding area

The removal of recycled materials from the waste
stream has saved the City of Emporia thousands of
dollars in transfer fees. The volunteer efforts of local
individuals and businesses have helped expand this
recycling program throughout the region.

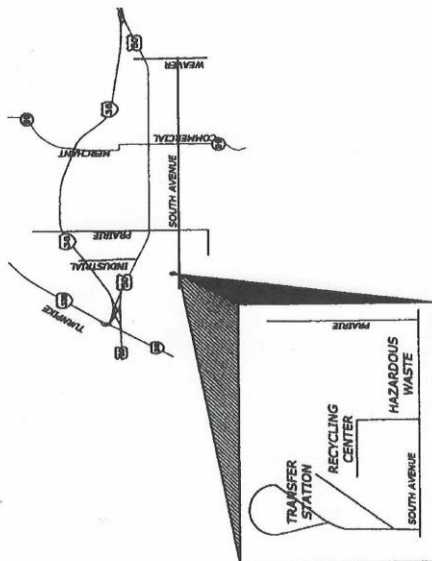
Recycling awards

The Natural Resources Advisory Board annually
recognizes area individuals and groups who have
made outstanding contributions to recycling. The
awards, presented in conjunction with Earth Day,
recognize efforts in one or more of the following
categories:

- *Recycling of non-renewable or renewable resources
- *Reuse of spent materials or those used in processing products or services
- *Unique decreases in the waste stream of the facility
- *Unusual and effective conservation measures involving recycling or materials reuse
- *Any innovative recycling application which contributes to restoring, improving or enhancing the environment

State of Kansas
Recycling Directory is
available by city, county,
or material at www.getcaughtrecycling.org

Revised and printed on recycled paper 2018



Other Lyon and Chase County Recycling Sites

Recycling trailers provided by The Flint Hills Resource Conservation and Development Council are transported to various sites by Lyon and Chase Counties on a set schedule. 620-340-8220 (Holidays are the exception.)

Lyon County

- Admire, 1st & 3rd Tues.
- Americus, 1st & 3rd Wed.
- Hartford, 2nd & 4th Wed.
- Neosho Rapids, 2nd & 4th Tues.
- Northern Heights, 2nd & 4th Thurs.
- Olpe, Every Mon.
- Reading, 1st & 3rd Thurs.

Chase County

- Cedar Point, Tues. before 2nd Thurs.
- Cottonwood Falls, 2nd & 4th Thurs.
- Matfield Green, Tues. before 4th Thurs.
- Strong City, 1st & 3rd Thurs.
- Lake Kahola, Memorial Day weekend, July 3 & 4, plus Labor Day weekend

Recyclables Collected

1. Cardboard
2. Glass
3. Junk Mail
4. Magazines
5. Newspapers
6. Plastic Milk Jugs & Pop Bottles
7. Plastics, #1 & 2
8. Tin Cans

Chase County

Hazardous Waste

Satellite Facility

202 Walnut, Cottonwood Falls, PH
620-273-8464, 1st & 3rd Thursdays 9 a.m. - 3 p.m.

Recycle with the City of Emporia

City of Emporia Recycling Center

3100 W. South Ave., Emporia, ph. 340-6360
Hours: Mon. - Sat. 8 a.m. - 5 p.m. Sun. 1 p.m. - 5 p.m.
 Hours subject to change. Closed holidays.

The Center accepts the following items-

Catalogs
Cell Phones
Corrugated & All Other Cardboard-including cereal and other food boxes plus paper grocery bags (Emporia businesses may call 340-6339 for details on pick up services.)
Glass (Rinse, no need to remove labels. Put metal lids with tin cans.)
"Junk Mail" and More-business and personal letters, carbonless copies, copy paper, bills and envelopes, sales slips (except those with solid black carbons), old tax documents, neon paper
Magazines-Catalogs, & other glossy/slick paper
Newspapers-Newspapers & inserts
Paper Bags
Paper-White or Pastel Office Paper
Phone Books
Plastics #1-7
 * (Rinse bottles & discard lids)
Tin Cans (Rinse, no need to remove labels)

Recycling Trailer

at Dillons East, 902 E. 12th, Thurs. noon - Sat. 10 a.m.
 Accepts clean and sorted cardboard, glass, junk mail, magazines, newspapers, office paper, plastic milk jugs, pop bottles, and tin cans.

Emporia/Lyon Co. Transfer Station

3100 W. South Ave., Emporia, ph. 340-6360
 Mon. - Sat. 8 a.m. - 5 p.m. Sun. 1 p.m. - 5 p.m.

The Transfer Station accepts the following-

Christmas Trees (no tipping fee)
Grass Clippings and Leaves-There is no tipping fee for leaves & clippings hauled to the Emporia/Lyon County Transfer Station year-round
Tree Limbs-There is no tipping fee for tree limbs
Waste Oil-No fee

Hazardous Waste Department

Accepted at the Lyon Co. Hazardous Waste Department 3000 W. South Ave. (East of the Transfer Station), 340-6365, Mon. - Fri. 8 a.m. - 4 p.m.
 See back page for information about the Chase Co. Satellite Facility

Automotive Products-Antifreeze, Batteries, Brake Fluids, Transmission Fluids, Waste Oil (no fee)
Business Wastes-Call office for information
Electronics/Computers-TV's \$10 fee. Call office for information

Garden and Pest Control Products-Arsenicals (contain lead arsenic), Botanicals (made of plants), Carbonates, Chlorinated Hydrocarbons, Fungicides, Herbicides, Pesticides/Household Insecticides, Organo-Phosphates, Rat and Mice Poisons, Roach and Ant Killers, including in all Aerosol Cans.

Household Products-Abrasive Cleaners or Powders, Ammonia Based Cleaners, Batteries, Bleach Cleaners, Disinfectants, Drain Cleaners, Floor & Furniture Cleaners, Fluorescent Light Bulbs, Mothballs, Oven Cleaners, Photographic Chemicals, Pool Chemicals, Rug & Upholstery Cleaners, Toilet Cleaners, including all in Aerosol Cans.

Paint and Finishing Products-Enamel or Oil Based Paints, Furniture Strippers, Latex Paints, Rust Paints, Stains/Finishes, Thinners & Turpentine, Wood Preservatives, including all in Aerosol Cans.
What Not To Bring-Unknown Materials (no labels); Ammunition, Asbestos; Medical Waste, PCB's; Radioactive Waste.

Before bringing products to collection site...
 • Check Containers- Make sure lids are tight.
 • Make sure products are labeled. NO UNKNOWN!

• Wrap leaking or dirty individual containers in a clear plastic bag and pack each item in a larger container with absorbent material, such as "kitty litter" to soak up leaks.
 • Transport the materials in your vehicle.
 • Each participant will be limited to 80 pounds or 5 gallons of liquid waste per residential household visit unless prior arrangements have been made.

This information in no way constitutes an endorsement of any recycling outlet on the part of the City of Emporia, Lyon or Chase Counties. Any Omission is unintentional.



Recycle Locally

All require that you deliver materials to the recycler except where stated that pick up service is available. See directory at right for business information.

Aluminum Cans- Advantage Metals, Aluminum Recycling, Amend Girl Scout Center, Advantage Metals Group, Hedinger Developmental Services Inc.

Ammunition & Components- Jim Hill

Antiques, Collectables, & Jewelry- Dalton Gang Antiques, Poehler Mercantile Antique Mall

Appliances- Advantage Metals
Auto batteries- Aluminum Recycling (market value, Flint Hills Battery, S & S Oil, Wal-Mart Auto Service)

Auto Bodies & Parts- Advantage Metals, Westside Auto Salvage

Batteries Household- Wal-Mart, Hazardous Waste
Books- Emporia Public Library, Paperback Shack, Salvation Army, Goodwill

Cars- Advantage Metals
Cats & Dogs- The H. Dale Buck

Cell Phones- Lyon County Dept. on Aging, Recycling Center, Staples
Clothing, General- New for You, Salvation Army, Goodwill

Clothing, Maternity & Infants- Birthright of Emporia, Family Life Services

Electric Motors- Advantage Metals
Furniture- Salvation Army, Goodwill, New for You

Household Goods- Salvation Army, Goodwill

Magazines- Emporia Public Library
Metals- Advantage Metals accepts iron, tin, copper, brass, aluminum, stainless steel, more.

Plastic Bags (clean only)- Salvation Army, Wal-Mart, Dillons, Staples
Printer Cartridges- Staples

Scrap Metal- Advantage Metals, Aluminum Recycling, Westside Auto Salvage

Waste Oil- Auto Zone, S & S Oil, (10 cents/gal. charge if more than 5 gal.), Wal-Mart, Recycling Center

Wire Hangers- Spic-N-Span Cleaners

Business Directory

(Area Code 620 for all Phone Numbers)

Advantage Metals- 302 Graham, ph. 342-1122, Mon.-Fri. 8 a.m.-4:30 p.m. Sat. 8 a.m.-noon.

Aluminum Recycling- 702 W. 6th, ph. 343-1188, Mon.-Fri. 8:30 a.m.-5 p.m. Sat. 8:30 a.m.-1 p.m. (Call ahead to see if they're buying batteries)

Amend Girl Scout Center- 1200 Burlingame Rd., ph. 342-4532. Aluminum cans only. Bins behind the building are accessible any time

Auto Zone- 825 W. 6th, ph. 341-9471, Mon.-Sat. 8 a.m.-9 p.m. Sun. 9 a.m.-7 p.m.

Birthright of Emporia- 702 Commercial (3rd floor of the Kress Center), ph. 342-8600, Please call first. Mon., Wed., Fri. 11 a.m.-4 p.m.

Dalton Gang Antiques- 502 S. Commercial, ph. 342-9217, Tues.-Sat. 10 a.m.-6 p.m. Sun. 1 p.m.-5 p.m.

Emporia Public Library- 110 E. 6th Ave., ph. 342-6524, Winter Hrs: Mon.-Thurs. 9 a.m.-8 p.m., Fri. 9 a.m.-6 p.m., Sat. 11 a.m.-5 p.m. Summer Hrs: Mon., Tues., Thurs., Fri. 9 a.m.-6 p.m., Wed., 9 a.m.-8 p.m., Sat. 11 a.m.-5 p.m.

Family Life Services Pregnancy Center- 615 Congress, ph. 342-2244, Tues. 1-5 p.m., Wed. 2-4 p.m., Thurs. 1-6 p.m.

Flint Hills Battery- 615 Graham, ph. 342-2842, Mon.-Fri. 8 a.m.-5 p.m., Sat. 8 a.m.-noon. (No longer buys batteries, but they will accept them to be recycled)

Goodwill- 904 E. 12th Ave., ph. 343-3564, Mon.-Sat. 10 a.m.-6 p.m.

Hedinger Developmental Services Inc.- 707 S. Commercial, ph. 342-1087, Mon.-Fri. 8 a.m.-5 p.m.

Jim Hill- ph. 342-4826
 Lyon County Dept. on Aging- 402 Commercial, ph. 342-6119, Mon.-Fri. 8 a.m.-5 p.m.

New for You 612

Commercial, ph. 342-2038, Tues.-Sat. 11 a.m.-5 p.m.

Paperback Shack- 1103 Commercial, ph. 342-7108, Mon.-Fri. 10 a.m.-5:30 p.m. Sat. 10 a.m.-4 p.m.

Poehler Mercantile Antique Mall- 301 Commercial, ph. 341-9092, Tues.-Sat. 10 a.m.-5 p.m. Sun. 1-5 p.m.

Salvation Army- 520 Constitution, ph. 343-3166, Mon.-Sat. 9:30 a.m.-5:30 p.m. (Deliver or call to arrange pick up for FURNITURE ONLY)

Spic-N-Span Cleaners- 17 W. 4th, ph. 342-7484, Mon.-Fri. 7 a.m.-6 p.m.

Staples- 2200 Industrial Rd., ph. 342-5200, Mon.-Fri. 9 a.m.-7 p.m. Sat. 10 a.m.-7 p.m. Sun. 12-6 p.m.

The H. Dale Buck Animal Welfare Memorial Fund- Call 343-3377

S & S Oil & Propane- 2608 W. Hwy. 50, ph. 342-2835, Mon.-Fri. 8 a.m.-5:30 p.m.

Wal-Mart Auto Service/Electronics- 2301 Industrial Rd., ph. 343-7813, Mon.-Sat. 8 a.m.-7 p.m.

Westside Auto Salvage- 3401 W. 6th Ave., ph. 342-9083, Mon.-Fri. 8 a.m.-5:30 p.m. Sat. 9 a.m.-1 p.m.

Appendix 13.j C&D Landfill Operations Report

City of Emporia/Lyon County C & D Landfill "Operations Report"

General: City of Emporia/Lyon County plans to operate a **Construction and Demolition Landfill**, otherwise known as **C & D Landfill** within the site the City of Emporia/Lyon County owns located in the Northwest Quarter of Section 17, Township 19 S, Range 11 E. The C&D Landfill will serve all citizens within City of Emporia/Lyon County and Chase County whether from incorporated or unincorporated cities, the townships, or the county at large. All businesses operating within the counties and all citizens of the counties may participate in the use of the landfill. The facilities water source is the local six-inch waterline main from the City of Emporia. Water service is available at the site office and is intended for sanitary and drinking purposes. Depending on the season, water from the contact water retention basin may be used for fire fighting. There are multiple fire hydrants located at the facility. A fire hydrant is located northwest and another south of the transfer station building. In addition to these two hydrants there is one west of the recycling building and another near the entrance to the landfill facility. This appendix will cover three utilized areas within the facilities boundaries, the actual C&D disposal site, an area for yard waste, brush and tree limb debris, and finally, an area for white goods/salvageable materials to be collected in a roll off container, including sheet metal, rebar, miscellaneous metal parts excluding motor vehicles etc., to be stockpiled for periodical removal by scrap dealers.

Facility Signage: The C&D Landfill shall post a permanent sign at the entrance to the facility with information for the public to determine operations and acceptable wastes and all other information deemed necessary by KDHE.

Dates & Hours of Operation: The C&D Landfill will be open for use Monday through Sunday, excluding holidays, 52 weeks a year. Special arrangements may be made for use on other days or outside of operating hours on an individual basis, if personnel are available. The landfill will be available for use as needed if emergencies occur, such as unusual storm damage. The hours of operation will be:

Hours of Operation:

8:00 AM to 5:00 PM Monday thru Saturday

The hours of operation change with daylight saving time and are subject to change. The hours of operation are posted on the facility sign located at the Southern edge of the property. The site has a perimeter fence with a locking gate to prevent unauthorized dumping during closed hours.

Items Accepted:

The current definition of C&D waste according to K.S.A. 65-3402 (u) is: "solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from construction or demolition projects; small amounts of municipal solid waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags and bottles, and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act; solid waste consisting of motor vehicle window glass; and solid waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup. Such wastes include, but are not limited to, bricks, concrete, and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging*."

*According to K.S.A. 65-3402 (dd), "'construction related packaging' means small quantities of packaging wastes that are generated in the construction, remodeling or repair of structures and related appurtenances. 'Construction related packaging' does not include packaging wastes that are generated at retail establishments selling construction materials, chemical containers generated from any source or packaging generated during maintenance of existing structures."

Under certain circumstances furniture may be allowed in the C&D Landfill. Furniture does not include computer monitors or other computer components, TVs, VCRs, stereos, or other similar waste electronics. Furniture shall only be accepted in the C&D area when designated by the solid waste director. An example of such an instance when furniture may be accepted would be a natural disaster of a small magnitude or any other special circumstance that could render an abundance of furniture type waste.

In addition to the items *explicitly* identified as C&D waste in K.S.A. 65-3402 (u), the Kansas Department of Health and Environment (KDHE) considers the following materials as *acceptable* for disposal in a C&D landfill:

1. Wooden pallets;
2. Street sweepings (litter must be removed; concentrations of metals, VOCs, and other compounds must be below regulatory levels);
3. Floor tile, siding, and roofing material containing non-friable asbestos. This material should be:
 - a. handled so it remains non-friable (e.g., may have to be manually removed prior to demolition of structure);
 - b. transported wet (covered with a mist spray to suppress dust) or transported with tarp cover; and
 - c. covered immediately at the landfill;
4. Trees, brush, sod, and incidental quantities of leaves and grass;
5. Metal scrap (e.g. tie strapping);
6. Processed wood which is not considered to present a significant risk of adverse impacts to groundwater quality, including coated wood (e.g., painted, stained, varnished) from any source and engineered wood (e.g., plywood, laminated wood, oriented-strand or particle board) from any source, except as noted in item 3 below;
7. Mobile homes and trailers (except the tires and fuel tanks). KDHE encourages the recycling of metal components. Dry mud trap solids (those that pass the paint filter test, EPA method SW 846/9095) from commercial car washes may be applied as cover at a C&D landfill.

Certain wastes are unacceptable for disposal in a C&D landfill. K.S.A. 65-3402 (u) states: " 'construction and demolition waste' shall not include waste material containing friable asbestos, garbage, appliances from which ozone depleting chlorofluorocarbons have not been removed in accordance with the provisions of the federal clean air act, electrical equipment containing hazardous materials, tires, drums and containers even though such wastes resulted from construction and demolition activities." In addition to the items *explicitly* identified in K.S.A. 65-3402 (u) as not being C&D waste, KDHE considers the following wastes *unacceptable* for disposal in a C&D landfill:

1. Processed tires - i.e. cut or baled;
2. Mud trap wastes from businesses other than commercial car washes;
3. Processed wood which is considered to present a significant risk of adverse impacts to groundwater quality, including wood disposed from industrial manufacturing processes where the wood is treated with creosote, oilborne preservatives (e.g., pentachlorophenol or copper naphthenate) or waterborne preservatives (e.g., chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), or ammoniacal copper quarternary compound (ACQ));
4. Bagged or bulk quantities of leaves and/or grass clippings;
5. Trash bags unless demonstrated to contain only acceptable wastes.

Clean rubble and rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste. All vehicles will be inspected upon arrival at the C&D office and any loads not meeting the above description will be rejected, (see procedure below).

Procedures: All loads will be screened, logged in, weighed, and inspected by the operator to ensure wastes entering the C&D disposal area are appropriate and acceptable C&D wastes. The operator has the right to refuse any materials prior to the load being unloaded. The screening area shall be cleared of waste no more than 24 hours after the waste has been deposited. The landfill fees will be collected on acceptable materials and the individuals given a receipt, unless other prior arrangements are made with the Public Works Office. All moneys collected and the receipt log will be turned in to the City Treasurer on a daily basis. If acceptable, the vehicles will be directed to the appropriately designated areas for dumping.

Waste material containing non-friable asbestos shall be handled so it remains non-friable. The material shall be transported wet or with a tarp cover from the scale house to the disposal area and, once identified, will be covered immediately at the landfill.

C&D debris will be screened on a daily bases. The C&D debris will be placed a short distance, having a distinct

visual separation, from the active face of the C&D landfill to be inspected. Once a month on a randomly selected day, a truck entering the C&D disposal area, will be inspected more thoroughly by dumping the entire load away from the active face of the C&D disposal and sifting through the contents with machinery. Screening may be increased for haulers and individuals who try to dump and/or dispose of illegal or unacceptable wastes. These individuals may be refused service. If a load is rejected because it contains non-C&D waste, landfill personnel will document the date and time of refusal, the driver's name, the delivery vehicle license, the origin of waste, the hauling company's name and address, the load's size or the amount of waste rejected, the reason for rejection, and the inspector's name. The rejection information shall place in the landfill's operating log. If a rejected load contains regulated hazardous waste, regulated PCB waste, or medical waste, or if such waste are discovered while screening acceptable materials, then personnel will notify KDHE (785) 296-1600 within one business day of the specifics of the rejected load. Non-C&D waste that is screened from incoming loads, that is not recyclable, and does not require KDHE notification will be rejected or given the option of paying a fee and placing the waste in the transfer station to be transported by the contracting trash hauler to a sub-title D landfill. Scrap metal generated by screening will be placed away from the C&D operating area and transferred daily to the scrap metal area. If the material rejected does not leave the site (sent to transfer station or recycled) it is not necessary to record the load rejection information.

Waste will be compacted into the working face at least once daily and when the screening area is full. The daily compaction shall consist of a minimum of two compaction passes over the waste. The areas requiring cover will be leveled and compressed with landfill equipment. The working face of the landfill pit shall be covered with a minimum of 12 inches of intermediate cover to be applied at least once every 120 days or every 2000 tons of waste disposed, but not to exceed once a week. The wood chip, compost and soil mixture may be used as intermediate cover (or other covers as outlined in the Yard Waste Brush and Limp Materials Section of this document) or between applications of 120 day/2,000 ton cover to limit air intrusion, litter control and to limit vector harborage. Wooden pallets will be stockpiled and ground to reduce volume in the landfill, the wooden pallets grindings will not be used for cover material. The operator shall maintain a log outlining the dates intermediate cover is applied (See Recordkeeping and Reporting requirements).

Temporary berms within the current phase of the landfill shall be placed to divert storm water around the active face of the landfill. The active face of the landfill shall be separated with a twelve inch (12") berm graded to drain at a minimum slope of 0.5%. Storm water from the intermediate cover is not considered contact water and may be diverted from the contact water basin, however great care shall be used when determining the coverage limits and drainage directions.

Landfill personnel will apply water to site roads and to the cell area as necessary to control dust. When it is available, contact water will be used. Contact water will not be used in a manner that allows it to enter site ditches or other surface water, or leave the site. The water will be applied by a tank trailer with a spreader bar.

The C&D Landfill will be developed in phases; the sequence is seen in the attached drawing. Placement of the waste will start at the farthest point from the contact water retention facility. The waste will be placed on the working face with a maximum lift of five feet and will not exceed a maximum slope of 3:1. The working face of the waste will move toward the cell limits attaining maximum capacity. At no time shall there be vertical edges of newly placed or compacted waste.

A copy of the daily logs and inspection reports shall be maintained for inspection by KDHE personnel at the landfill office and copies sent with the associated tonnage fees to KDHE each year as required in the construction-demolition permit compliance requirements. Records will be kept both on site and in the public works office.

Upon completion of filling within the C&D disposal area the final site shall be constructed to the approved C&D landfill closure plan. Final grades and elevations shall comply with the established C&D disposal area closure plan. KDHE will be given notice that the facility will close at least 60 days prior to ceasing to accept waste. Upon closure, a "closed" sign will be placed at the landfill gates and regular haulers will be notified.

Estimated Daily Volume and Capacity: A rough estimate of daily tonnage or volume of construction and demolition waste would be forty (40) tons/day. With a disaster, such as a tornado or severe storm, this volume could be much more. The proposed C & D landfills' capacity is 203,000 cubic yards, which at the anticipated waste receipt rates will be expected to last approximately 7.4 years.

Machinery and Equipment: The following machinery and equipment will be consigned to the proposed C & D landfill; 1 semi-truck, 1 pickup truck, 1 brush hog, 1 mower, 1 track loader, 1 wood grinder, 1 tractor, 1 water pump, 1 backhoe, 1 bobcat, 1 scales, 1 office building, and miscellaneous office supplies. Additionally 1 water truck is available from the City's Public Work Department. Supplementary equipment from the County's Road and Bridge Department or the City's Public Works Department may be used throughout the year.

Facility Drainage System: Storm water shall be diverted around the active phases by the berms presented in the design drawings and allowed to surface flow away or around the active phase of the landfill. The run-on control berms will be maintained in sufficient condition to exclude a 25 year-24 hour storm event discharge from flowing onto the active portion of the landfill. Erosion control measures shall be used to control run-off on all disturbed portions of ground. The erosion control used shall comply with KDOT standards. An example of KDOT approved erosion control methods are illustrated on Sheet 10 of the "CITY OF EMPORIA & LYON COUNTY C & D LANDFILL OPERATING & CLOSURE PLANS" dated July, 2006.

C&D Contact Water: The C&D landfill site will have drainage confined to the immediate area with a collection basin. The screening area will be sloped toward the working face. The retention pond shall serve as both a sedimentation basin and contact water collection system. After collection, the C&D contact water that does not evaporate from the retention basin will be used to irrigate the vegetation on the facility's property, and for dust control on both the access roads and in the landfill areas. The collection basin shall provide an emergency overflow. If the C&D contact water management system fails, landfill personnel will notify KDHE by the end of the next business day at (785) 296-1600. If pollutants enter the waters of the state, either from the storm water run-off control system or the contact water management system, landfill personnel will immediately notify KDHE.

Final Closure: When an area becomes full or C&D landfill closure becomes necessary this will be covered with an 18" layer of low permeability soil-compacted, on-site. Afterwards a 12" vegetative soil-on-site layer will be utilized to cover this and seeding and mulching will be performed, (see closure plan).

Yard Waste/Brush and Limb Materials: The majority of limbs and brush will be ground into mulch via an industrial grade wood grinder. The mulch will be given away to the public or used in the construction and demolition landfill. The wood chip mulch will be mixed with compost and soil for a mixture that will be used as cover material. Possible uses in the construction and demolition landfill would be as intermediate cover, sub-cover, temporary cover, or occasional cover. Any of these uses would be for litter control, smoothing the landfill surface, or provide fill over rough waste and reduce soil cover loss in voids. Material which is too large to grind or in case of mechanical failure of the grinder or in case of an overwhelming disaster, or emergency, the material will be burned or disposed of in another acceptable manner.

White Goods/Salvageable Materials: Although not a part of the C&D landfill, the facility will continue to process and stockpile white goods/salvageable materials at the facility's site. Only appliances that have been evacuated and tagged will be accepted for disposal in the C&D Landfill, appliances that arrive without tags will be assumed to contain CFCs and processed with the appliances known to contain CFCs. Appliances that arrive either without tags, with CFCs and if the facility chooses, tagged appliances shall be shipped from the site. White goods/salvageable materials should not be stored in areas where water will accumulate. White goods/salvageable materials are to be stored in a manner that prevents injury from collapse on the public or landfill personnel. The estimated generation of white goods/salvageable materials is four tons a year. White goods/appliances are placed in a 40 cubic yard container along with scrap iron at the designated location and transported to a local scrap iron recycler as needed (typically once per week). White goods, which have not or cannot be recycled, must be disposed of at a permitted municipal solid waste landfill, transfer station, or construction & demolition landfill, once ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act. All white goods that cannot be recycled shall be re-weighed, disposed of and documented for facility records. Landfill personnel shall reference the KDHE Technical Guidance Document SW 95-02 concerning the management of the white goods for guidance and information. The collection site is remote from the C&D Landfill. The primary white goods collection site is clearly marked. It is a large roll off container located near the transfer station. Drainage at this location has slopes/grades that ensure storm water does not leave the transfer station compound.

The secondary white goods storage area is located east of the Transfer Station tipping building and north of the lot

on the concrete slab on a dead end access road. This area is only used when/if the local scrap iron recycler is unable to accept scrap iron and an alternate scrap iron recycler is used. White goods and scrap iron are stored until a sufficient amount of scrap iron is accumulated. A scrap iron recycler then loads and transports the material off site (typically once every 6 to 8 weeks). The storage area allows for proper drainage of storm water away from the white goods and is located in an area that will not allow the water to leave the compound.

As a last resort, white goods will be stored at the primary storage area. A certified contractor who has proper training and equipment will be contracted to remove and properly dispose of chemicals (i.e. – CFC's, HCFC's, PCB's, mercury and oils). The white goods would then be disposed of in the on-site construction demolition landfill, in accordance with KDHE regulations and provisions of the federal clean air act.

Safety: This section will deal with the safety and health of the landfill employees and City/County residents using the facilities. This will include training and measures the City will provide for the employees.

The City shall continue to implement health awareness and safety training for all landfill employees. This will include continuing to send employees to the KDHE safety and health meetings when offered and continuing to send staff to training courses on a regular basis. This operations plan shall be reviewed by all landfill staff on an annual basis. The City will continue a monthly safety and health meeting to be held for all landfill employees. Each employee shall be aware and responsible for their own safety and the safety of the public at large. Each employee shall wear the appropriate personal protective equipment when required. This may include steel toe boots, hard hats, gloves, safety glasses, hearing protection or any other applicable equipment. Landfill staff shall wear the designated personal protective equipment as required by certain tasks in and around the landfill facility. Additionally, all permanent landfill heavy construction equipment shall have an enclosed compartment for the operator and little to no handwork shall be done when separating, hauling and compacting waste materials. The City shall post warning signs, as deemed necessary by the Solid Waste Director, to inform the public and employees of possible safety hazards. The City shall conduct a safety audit once a year to review any incidents, current procedures and employee training used at the facility to better improve the safety for the employees and the public at large.

In the event of an on-site emergency the operator shall assess the situation and immediately contact the appropriate authorities. Emergency calls shall be routed through radio or by any communication available. Emergency contact phone numbers shall be readily available to all landfill staff (See Emergency Contact Phone Numbers).

Emergency: This section will deal with emergency situations and operations of the City of Emporia/Lyon County Construction and Demolition Landfill Facility. This section will disclose possible methods of handling selected emergency situations. Items to be addressed in the portion of the manual will deal with circumstances that are not normally encountered during standard operations of the facility. In the event of an emergency the operator shall assess the situation and IMMEDIATELY contact EMERGENCY SERVICES by radio or by any communication available and then contact the remaining appropriate authorities.

Emergency Contact Phone Numbers:

Solid Waste Supervisor	(620) 340-6332
Sheriff/Police	911
Fire	911
Ambulance	911

The C&D Landfill may be temporarily closed for site emergencies. In the event that the C&D Landfill is rendered inoperable for whatever reason, vehicles delivering waste to the facility should be accommodated. Depending upon the magnitude of the event and the estimated time required to reopen the C&D Landfill, the delivering vehicles may be made to wait until the landfill is reopened. If the facility is to be closed for an extended period of

time, upon the decision of the Solid Waste Director, all solid waste that was handled by the landfill shall be either disposed in the transfer station or direct hauled by the haulers to another permitted C&D landfill.

Fire: Within the facility there are instances when certain controlled fires and burning is allowed at specific locations and under strict regulations by trained staff. Items such as brush and timber are allowed to be disposed at the current time by combustion. However, in the event that an uncontrolled fire breaks out within the facility, it is recommended that the staff follow the procedure outlined below. In the event of an unauthorized fire within the facility, all staff members should be directed to contact EMERGENCY SERVICES IMMEDIATELY by radio or by any communication available. A determination should be made as to the magnitude of the event. If the combustion cannot be contained by readily available fire prevention equipment, the staff should clear all individuals from the area of the blaze and wait for firefighting professionals to arrive.

If the fire is determined as “containable”, personnel may attempt to control the fire by utilizing available firefighting equipment. It is recommended that all staff members be made aware of the locations of all firefighting equipment within the facility. Fire extinguishers and fire hydrants are located throughout the facility. Use of the equipment should be limited to controlling the fire of a known origin. If there exists any doubt about the nature of the fire, staff personnel should clear the area and wait for fire fighters to arrive.

In the case of any fire situation and in accordance with K.A.R. 28-29-308(c) the following shall be observed:

1. All fire fighting methods shall continue until all smoldering, smoking and burning cease.
2. KDHE shall be notified within one business day and submit a written report within one week.
3. Upon completion of fire fighting activities, cover and regrade each disruption of finished grades, covered surfaces, or completed surfaces.

Explosion: In the event of an explosion occurring within the facility, all personnel should be removed from the area of the blast. Immediately contact EMERGENCY SERVICES and wait for their arrival.

Enter the area of the explosion only if there exists an immediate threat to the life of a victim, and then, only if the individual’s personal safety is reasonably assured.

Hazardous Material Spills: In the event that hazardous material is accidentally discharged, the landfill staff should immediately notify the local EMERGENCY SERVICES. The staff may, if they choose and if no immediate threat exists to any individuals, elect to try and contain the spill. Under no circumstances shall the staff put themselves or the public in danger. If the material enters a drainage ditch, soil should be placed downstream from the spill to contain the contamination. No steps should be taken by the staff to collect or remove the contamination without the authorization of the proper individuals. Spills of materials that could be hazardous to water quality or cause soil contamination will be immediately reported to the KDHE Bureau of Environmental Remediation at (785) 296-0614.

Non-Hazardous Material Spills: Any spill or accidental discharge whether hazardous or non-hazardous should be handled with great care. Under no circumstances shall the staff put themselves or the public in danger. In the event of a non-hazardous spill the landfill staff shall assess the situation and contact the appropriate authorities to determine the best method to control the spill.

Mechanical Breakdowns: The possibility of a mechanical breakdown is likely. In the event that the equipment used within the facility experiences mechanical failure, staff shall contact the Solid Waste Director about temporary

use of alternate equipment within the facility. Supplementary equipment from the County's Road and Bridge Department or the City's Public Works Department may be used if the Solid Waste Director deems it necessary.

Personnel Emergencies: It is anticipated that operations may be suspended for any number of personnel emergencies. If anyone is in immediate danger Emergency Personnel shall be contacted immediately by radio or by any communication available and then contact the remaining appropriate authorities. All landfill staff shall be aware of the location of all first aid stations.

C&D Landfill Closure: Construction and Demolition cell or landfill closure shall be constructed whenever a cell becomes full or landfill closure is necessitated. The C&D Landfill may also be temporarily closed for site emergencies. The largest area to be closed at any one time shall be confined to 2.0 acres. The total waste to be deposited within all the permitted limits of the C&D Landfill facilities will be 405,426 cubic yards. Final closure shall be placed within six months after waste filling operations have ceased. KDHE shall be notified at least 60 days prior to the closure. Prior to actual closure of the C&D landfill an approved plan for alternate disposal of C&D materials previously disposed of at the site shall be approved by KDHE. All areas will be covered with 18" of a *Low Permeability Soil Layer (permeability of 1×10^{-5} centimeters per second or less)*. This will be compacted and leveled and thereafter a 12" topsoil layer (*Vegetative Soil*) will be added, leveled and *Seeding and Mulching* carried out. Thus, the total depth of cover over the C&D waste should be 30". The C&D Landfill is scheduled to be filled and closed in phases. The adjoining slopes of phases shall not receive a final closure layer, but shall receive a 12" uniform layer of compacted soil. All surface slopes shall have a minimum grade of at least 2%, but no greater than 3:1. Depending upon the time of year and weather conditions, the area will either be seeded with fescue or native grass seed and a 1" straw mulch layer applied. Temporary seeding shall be applied until permanent seeding application is within the recommended season. Seeding mixtures and applications can be seen in the design drawings. The closure procedures will be completed within 180 days and the site will be turned back into native pasture ground. The closure will need to be inspected and the materials and construction certified by a Kansas licensed engineer. Refer to the Construction Quality Assurance (CQA) Plan in the appendix for guidelines for the testing and inspection. The accompanying construction and demolition construction plans will include the final site plan with final contours and construction details for the closure. Once closure activities have been completed, KDHE shall be notified for inspection and post-closure care implementation. Post-closure access will remain the same as current operating access control (as shown on sheet 2 of the Operating and Closure Plans).

The closure cost estimate for the C&D Landfills are submitted yearly and are available by request from the City of Emporia Public Works Administrator's Office and/or the Kansas Department of Health and Environment-Bureau of Waste Management.

C&D Landfill Post Closure: The City of Emporia/Lyon County shall maintain the surface of the closed site, repairing erosion and maintaining quality vegetative cover for 30 years. The City of Emporia/Lyon County shall make quarterly documented inspections of the site and continue all monitoring as required by KDHE. The reports shall be kept at the landfill for a minimum of five years. The City of Emporia/Lyon County will meet all post closure KDHE requirements as required by KDHE (K.A.R. 28-29-12).

Inquires or reports on the C&D Landfill post closure shall be submitted to the Solid Waste Supervisor.

Public Works Department
Solid Waste Supervisor
1220 Hatcher St.
Emporia, Ks 66801
(620) 340-6332

Recordkeeping and Reporting Requirements: This section will summarize the recordkeeping and reporting requirements to meet KDHE regulations. Additional records may be required internally or by other agencies.

Recordkeeping: The County shall keep records of the following information.

- The operator shall keep a record of each day that waste is screened at the landfill.
- The operator shall keep a record and maintain information for each load of C&D waste that is placed in the landfill. The information included in this record shall consist of the tons or volume of C&D waste, state in which the waste was generated, and if the waste is exempt from the state solid waste tonnage fee and reasoning for exemption if warranted.
- The operator shall keep a record and maintain information for all waste diverted by the landfill for recycling. The information included in this record shall consist of the type of waste, the tons or volume of each type of waste, the state in which the waste was generated, and the name and address of the facility to which the waste was sent for recycling.
- The operator shall keep a record and maintain information of the dates on which cover material is applied to the waste.
- The owner shall retain all documents concerning the landfill permit and landfill construction for a minimum of five years after the completion of the post closure care period. The documents shall be stored in the public works office and shall be readily available to KDHE personnel. These documents shall be:
 - The permit application and all supporting information;
 - Renewal documents;
 - CQA Plans and Reports;
 - Additional information as required by the conditions of the permit; and
 - The following documents, which shall be stored at the facility while the facility is active: current permit, permit conditions, design plans, operations plan, contingency plan, closure plan, and post closure plan.
- The owner or operator shall retain all documents concerning the operations at the landfill for a minimum of five years after the event occurs. The documents shall be stored at the facility and shall be readily available to KDHE personnel. These documents shall be:
 - The waste screening records;
 - The records of refused and returned waste;
 - The records of all waste disposed of, whether on-site or offsite;
 - The records of waste recycled;
 - Employee training records;
 - Gas Monitoring results, if applicable;
 - Groundwater monitoring results, if applicable;
 - Documentation of post closure inspection; and
 - Additional information as required by the conditions of the permit.

Reporting: The County shall report the following information to KDHE on forms provided by the department.

- C&D waste disposal that is placed in the landfill. The information included in this record shall consist of the tons or volume of C&D waste and the state in which the waste was generated.
- Recycling information included in this record shall consist of the type of waste, the tons or volume of each type of waste, the state in which the waste was generated, and the name and address of the facility to which the waste was sent for recycling.
- The operator shall keep a record and maintain information of the dates on which cover material is applied to the waste.
- Information required for permit renewal.
- Additional information as required by the conditions of the permit.
- If there is a fire at the site the operator shall notify KDHE within one business day and submit a written report to KDHE within one week.
- Accidental discharge of pollutants or materials which are detrimental to the quality of waters of the state or tend to cause pollution to the soil shall be immediately reported to KDHE.

- Notification within one business day to KDHE if regulated hazardous, regulated polychlorinated biphenol (PCB) waste, or medical waste is brought to the facility. Notification shall include whether the waste was accepted or rejected, type, amount, and source of the waste. The waste shall be managed in accordance with the hazardous waste, PCB, or medical waste regulations, as appropriate.
- Notification in writing at least sixty (60) days before the closure of each disposal unit/phase at the landfill and the final closure of the C&D landfill.
- Following completion of the post closure care period for the C&D landfill the owner shall submit a certification to the Secretary of the Kansas Department of Health and Environment. The certification shall be sign by a professional engineer licensed in Kansas and shall verify that the post closure care requirements have been fulfilled in accordance with the post closure plan.

CITY OF EMPORIA/LYON COUNTY C&D LANDFILL
RANDOM INSPECTION LOG

DATE _____(mo/day/year) LANDFILL ATTENDANT____(initial)

TIME _____ AM PM (circle)

LOCATION OF INSPECTION: (check one)

In Vehicle _____

On Tipping Floor _____

In Burn Area _____

In CD Landfill Area _____

In Recyclable Storage Area _____

CONTENTS OF LOAD:

C&D Waste _____

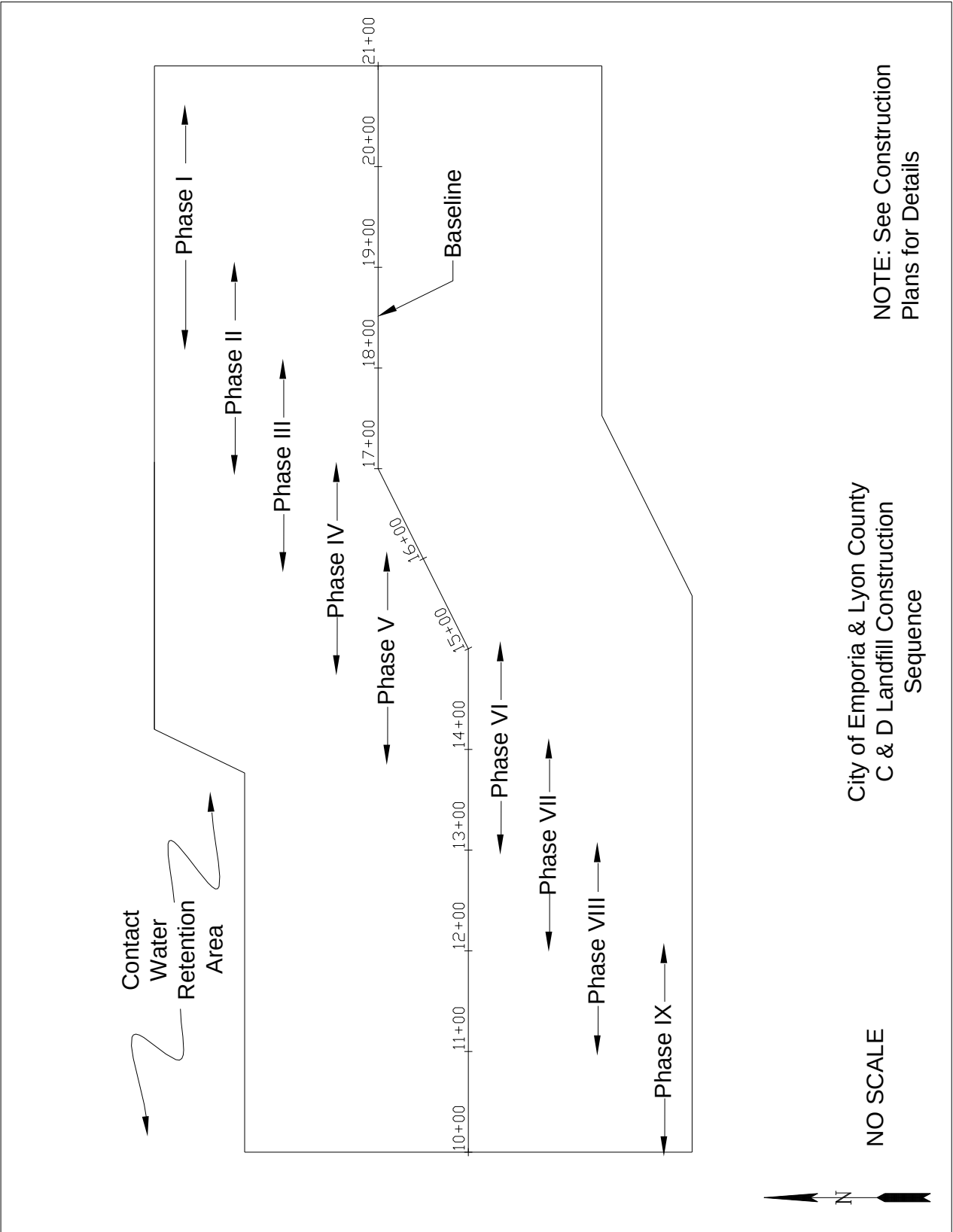
Municipal Solid Waste _____

Other (explain)_____

Items rejected or not allowed to be processed at facility:

Waste disposer's name & address:

Vehicle description & tag number:



Appendix 13.k CONSTRUCTION AND DEMOLITION LANDFILL CLOSURE

CONSTRUCTION QUALITY ASSURANCE PLAN (CQA Plan)

June, 2006

**Last Update:
(4/23/2007)**

CONSTRUCTION QUALITY ASSURANCE PLAN

1.1 INTRODUCTION

Each phase at the City of Emporia/Lyon County Construction & Demolition (C&D) Landfill will be constructed in accordance with the requirements of the construction quality assurance (CQA) plan described in the following sections.

1.2 PERSONNEL

Contractor will designate a quality assurance (CQA) officer. The CQA officer will be a professional engineer registered in the State of Kansas. The CQA officer will supervise and be responsible for all inspections, testing, and other activities required to be implemented as part of the CQA plan. The CQA officer will be responsible for, and provide direct supervision to, a staff of engineers and/or engineering technicians performing the testing, sampling, and inspections required by the CQA plan. The CQA officer will be present during major undertaking, and at critical times during construction. The CQA officer's staff shall be on-site full-time for any of the construction activities specified herein.

1.3 INSPECTION ACTIVITIES

It is required that the CQA officer, or his/her designated representative, be present during the following construction activities to inspect and document the following:

1. Prepare "As Built" drawings of the permitted waste area, this shall include horizontal limits of the disposal area along with base and side elevations prior to waste placement.
2. Excavation, grading, and preparation of the subbase to design parameters (if required).
3. Topographic data collection of the disposal pits and final closure when applicable.
4. Placement of the compacted low permeability layer during final cover.
5. Placement of the vegetative/protective layer during final cover.
6. Construction of permanent contact water management structures.
7. Construction of permanent storm water management structures.

1.4 SAMPLING PLAN AND TESTING REQUIREMENTS

1.4.1 Subbase Grade Preparation

Testing for subbase fill will be performed as shown on Table 1. Subbase fill material (if required) will be placed in maximum 10-inch lifts and compacted. The completed subbase will be surveyed on a 50-foot grid and at each break in slope. The documented subbase grades will be included in the construction documentation report.

1.4.2 Compacted Low Permeability Layer Testing Requirements for Final Cover

1.4.2.1 Soil Prequalification Testing

The earthen material proposed for use as low permeability layer material will be prequalified prior to low permeability layer construction. Prequalification testing will be performed as shown on Table 1. This plan will evaluate material index properties, moisture-density relationship, and hydraulic conductivity and establish the density/moisture versus permeability relationship.

1.4.2.2 Field Testing

Testing of the low permeability layer during construction will be performed as shown on Table 1. Moisture and density testing by nuclear methods will be conducted at a minimum frequency of 3 tests per half acre per 6 inches of material placed. The soil will be placed in 8-9 inch loose lifts and compacted to 6 inches thick. Moisture and density testing will be considered failed if either one falls beyond the limits specified in Table 1. Materials failing moisture contents testing will be rewetted or dried to specified moisture levels and recompacted. Materials failing density testing will be recompacted until a passing test is achieved. Additional tests will be required when:

1. Earthen materials from different sources are proposed for use.
2. To isolate areas of failing work.

To ensure accuracy and reproducibility of testing of the earthen low permeability layer for density and moisture content all nuclear density gauges will be certified to calibration and recertified and calibrated every year. Test holes needed during construction shall be backfilled with bentonite material and hand tamped in 4 inch lifts. Samples will be obtained and testing in the laboratory for moisture and density to confirm field test results as outlined in Table 1.

1.4.2.3 Low Permeability Layer Thickness Verification

Testing of the low permeability layer thickness during construction will be performed by hand auger. The thickness shall be verified by a minimum of 3 tests (in random locations) per half acre of closure area. Test holes shall be backfilled with bentonite material and hand tamped in 4 inch lifts. Additional soil shall be placed and compacted or excess soil removed in failing areas until the specified thickness and slope is attained. No negative tolerance from the specified thickness is allowed.

1.4.2.4 Construction Laboratory Testing

Low permeability layer samples will be obtained during construction at a frequency of one sample per 6,600 cubic yards of material placed. Laboratory testing will include moisture/density relationship (proctor testing), hydraulic conductivity, Atterberg limits determination, and grain size distribution. A hydraulic conductivity test will be considered failed if the results indicate a hydraulic conductivity greater than 1×10^{-5} cm/sec. In the event of a failing test, 1) the soil may be removed, or 2) recompacted and retested until a passing result is obtained, or 3) the soil immediately above and below the test specimen from the same Shelby tube may be tested. If both tests pass, the low permeability layer is accepted. If either test fails, that portion of the low permeability layer will be rejected and it will be reconstructed and retested until it passes.

1.4.3 Vegetative/Protective Layer Sampling Plan

The final earthen cover will be constructed to protect the low permeability layer and support native vegetation. The compaction requirements will be Type B – MR 90 (KDOT Specifications, 1990 edition). There will be no permeability requirements.

The earthen material for the final cover will be 12-inches vegetative topsoil. Boring using a hand auger to test the thickness will be performed a minimum of 3 tests (in random locations) per half acre of closure area. Test holes shall be backfilled with the topsoil that was removed during testing and hand tamped in 4 inch lifts. The thickness requirement will be considered met if the tested thickness is ≥ 12 inches. A topographic survey shall be performed to verify final contour elevations.

1.4.6 Surface Water Management System Sampling Plan

Construction of surface water management features consists primarily of earthwork and, therefore, shall be monitored with methods similar to those specified for the low permeability layer and vegetative/protective layer systems. Soil berms will be compacted to Type B-MR 90 requirements.

1.4.7 Notification of Closure

The CQA Officer shall notify the Kansas Department of Health and Environment at least 60 days prior to closure commencing.

1.4.8 Certification of Closure

The CQA Officer shall submit a CQA report with certification for each construction event including cell development, closure, or partial closure. Each CQA report shall certify the cell(s) were closed to approved specifications, construction drawings and in accordance to State and Federal regulations. CQA reports shall include:

- Written summary of construction activities;
- Representative photographs;
- Field notes;
- Test Results;
- As-Built drawings stamped by a Kansas Registered Land Surveyor;
- Kansas Licensed Professional Engineer's certification that construction was completed in accordance with approved plans (or descriptions of deviations).

Table 1
Material Testing and Frequency
City of Emporia/Lyon County Construction & Demolition Waste Landfill

Material/Activity	Test	Requirement	Nominal Frequency	Method Reference
Subbase Preparation	Survey	Design Subbase ± 0.2 feet	50-foot grid	-----
Prequalification of Low Permeability Layer Material	Grain Size Distribution	$\geq 50\%$ P200	Change in soil type	ASTM D422
	Atterberg Limits	LL ≥ 20 , PI ≥ 10	Change in soil type	ASTM D4318
	Moisture/Density	Proctor Test (5 point test)	Change in soil type	ASTM D698
	Hydraulic Conductivity	$\leq 1.0 \times 10^{-5}$ cm/sec $\leq 1.0 \times 10^{-5}$ cm/sec (low permeability layer)	At each Proctor point	ASTM D5084
Compacted Low Permeability Layer Construction	Field Moisture and Density	Relationship based upon proctor versus K	3 per half acre per 6 inch compacted layer	ASTM D3017 and D2922
	Proctor Test (Grab Sample)	-----	1 per 5,200 cy placed or Change in soil type	ASTM D698
	Hydraulic Conductivity (undisturbed sample)	$\leq 1.0 \times 10^{-5}$ cm/sec $\leq 1.0 \times 10^{-5}$ cm/sec (low permeability layer)	1 per 6,600 cy placed or Change in soil type	ASTM D5084
	Atterberg Limits (Grab Sample)	LL ≥ 20 , PI ≥ 10	1 per 1,000 cy placed	ASTM D4318
	Grain Size Distribution (Grab Sample)	$\geq 50\%$ P200	1 per 1,000 cy placed	ASTM D422
	Liner Thickness	1.5' min.	3 per half acre	Hand Auger
Vegetative/Protective Layer Construction	Density	Type B-MR90	-----	KDOT Spec., 1990 ed.
	Cover Thickness	1.0' min.	3 per half acre	Hand Auger
	Survey	Final Contours ± 0.2 feet	50-foot grid	-----

Commission Action Report

Title: 12th Avenue Elevated Storage Tank Maintenance Request for Qualifications

Proposed Agenda Date: December 7, 2022

Presented By: Dean Grant, Director of Public Works

BACKGROUND:

On October 5, 2021, public works staff utilized the services of KLM Engineering to inspect the 1,000,000-gallon elevated storage tank, located in the 800 block of 12th Avenue. The elevated storage tank, which was completed in 1989, has not had any substantial work/repairs to the structure in the last 33 years. The inspection found that the tank needs some structural repairs and a new interior and exterior coating to protect the structure. In addition, the tank will have a mixer installed to improve water quality, upgraded interior lighting, tank ventilation, and repair/upgrades to various safety features.

DISCUSSION:

Staff would like to issue a Request for Qualifications for the maintenance of the 12th Avenue elevated storage tank.

FINANCIAL CONSIDERATIONS:

The estimated cost for the maintenance and repairs is \$1,200,000.00. The cost would be bonded and paid from the water fund.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve staff to issue a Request for Qualifications for the maintenance of the 12th Avenue elevated storage tank.

ATTACHMENTS:

Inspection Report

CITY OF EMPORIA, KANSAS



October
2021

1,000,000 Gallon Capacity
Dillons Tower



Elevated Water Tank Inspection Report

KLM Project
4407-21

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
(651) 773-5111 | Fax (651) 773-5222

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APPENDIX A: Photographs

APPENDIX B: Inspection and Evaluation Methods

1.0| PROJECT INFORMATION

KLM Project No.:	4407-21	Customer P. O. Number:	N/A
Tank Owner:	City of Emporia, Kansas	Phone:	620-340-6335
Street/City/State/Zip:	1220 Hatcher Emporia, KS 66801		
Tank Owner Contact:	Dean Grant, Public Works Director		
Owner's Tank Designation:	Dillions Tower		
Tank Description:	Composite		
Tank Street Location:	816 East 12 th Avenue, Emporia, KS 66801		
Purpose of Inspection:	Condition Assessment		
Date of Inspection:	October 5, 2021		
Inspected By:	Devin Severson NACE #78234 and Matt Finley		
Type of Inspection:	KLM Standard ROV Evaluation		
Manufacturer:	Landmark Structures	Construction Date:	1989
Serial No.:	None listed	Design Code:	AWWA D100-84
Capacity:	1,000,000-gallons		
Type of Construction:	Concrete pedestal, steel water compartment		
Tank Diameter:	74-feet		
Height to:	Overall	190-feet	
Height to:	HWL	182-feet	LWL 150-feet
Tank Construction Drawings:	Available upon request		
Previous Inspection Records:	None available to KLM		

EXISTING COATING INFORMATION

	<u>Interior Wet</u>	<u>Interior Dry</u>	<u>Exterior</u>
Date Last Coated	1989	1989	1989
Full or Spot Repair	Complete/new	Complete/new (drywell tube)	Complete/new (water compartment)
Coating Contractor	Landmark	Landmark	Landmark
Surface Preparation	Blast	Blast	Blast
Paint System	Epoxy	Epoxy	Epoxy/urethane
Paint Manufacturer	Unknown	Unknown	Unknown

City of Emporia, Kansas

1,000,000 GALLON CAPACITY
DILLONS TOWER

2.0| REFERENCES

The tank interior and exterior areas were evaluated in conformance with the following:

- a. KLM Engineering, Inc. Proposal.
- b. General guidelines of AWWA Manual M42 Appendix C "Inspecting and Repairing Steel Water Tanks, and Elevated Tanks for Water Storage."
- c. KLM "Procedures and Guidelines for Inspecting Existing Steel and Concrete Water Storage Tanks."
- d. Appendix B Inspection and Evaluation Methods.

3.0| COATINGS EVALUATION

3.1| Lead and Chromium Content Analysis

The total lead and chromium content of the interior and exterior coatings was not analyzed. Based on the 1989 construction date of the tank, and regulations in effect at that time limiting the use of lead or chromium-based coatings, KLM anticipates that neither the interior nor exterior coatings are lead or chromium-based paints and will not generate hazardous waste during reconditioning.

3.2| Interior Wet Coating

The tower was constructed, and the interior wet area originally coated, by Landmark Structures in 1989. Owner's verbal records indicate no work has been performed since construction. The interior wet coating is in poor condition above the High-Water Line (HWL) with approximately 40 percent visible coating failures ranging from surface corrosion on roof plates and rafters to severe corrosion on ladder rungs, roof T-rails, and manway and roof plate seams. The coating below the HWL is in fair condition with approximately five (5) percent visible coating failures. Failures are located on shell stiffeners and randomly on the shell, bowl, and drywell tube. Due to condition and age, the coating is not repairable and should be replaced in its entirety within the next one (1) to two (2) years. See photos in Appendix A.

3.3| Interior Dry Coating

The coating in the interior dry area consists of the drywell tube, fill pipe, and overflow pipe. The coating is in fair condition with corrosion cells visible on exposed piping. KLM recommends replacing the interior dry coating at the same time as the wet coating to lower overall project costs and keep the coatings on the same replacement cycle. See photos in Appendix A.

3.4| Exterior Coating

The exterior coating is in poor condition with approximately 30 percent visible coating failures throughout the roof, shell, and cone. Failures are consistent of an aged coating. Chalking/oxidized finish coat is exposing the underlying epoxy coating and random corrosion areas are visible. The exterior is not a candidate for

overcoating and the coating should be replaced in its entirety at the same time as the interior coatings, within the next one (1) to two (2) years, to maximize the life expectancy of the structure. See photos in Appendix A.

3.5| Replacement Coating Systems

On January 1, 2023, NSF International will implement a new public health standard called NSF 600 for any coating in contact with potable water. This new standard significantly reduces allowable concentrations of solvents commonly used in coating formulations. Manufacturers serving the water industry have already developed new product offerings that comply with NSF 600. However, these products require more training/experience and expensive equipment to apply and are resulting in increased reconditioning costs when specified. It is important to note that currently applied products meeting NSF 61 standards do not need to be removed after the January 1, 2023 transition to NSF 600. However, coatings used to repair existing coatings after the date must comply with the new standards.

When the next full reconditioning is required, KLM recommends preparing surfaces in accordance with NACE guidance and applying a coating system for each area according to the following.

3.5.1| Interior Wet Coating

Surface preparation should be performed according to SSPC-SP10 Near White Metal Blast criteria.

Apply a three-coat system:

1. moisture cured zinc-rich
2. polyamidoamine epoxy
3. 100% solids, high-build epoxy

3.5.2| Interior Dry Coating

Surface preparation should be performed according to SSPC-SP6 Commercial Blast Clean criteria.

Apply a three-coat system:

1. moisture cured zinc-rich
2. polyamidoamine epoxy
3. polyamidoamine epoxy

3.5.3| Exterior Coating

Surface preparation should be performed according to SSPC-SP6 Commercial Blast Clean criteria.

Apply a four-coat system:

1. moisture cured zinc-rich
2. polyamidoamine epoxy
3. aliphatic acrylic urethane
4. fluoropolymer

4.0| STRUCTURE MODIFICATIONS

Based on the inspection data, it appears that some structure modifications and repairs are required. These modifications and repairs serve to bring the tank into compliance with OSHA regulations, AWWA standards, and Bureau of Water regulations. They also improve areas of the tank that are prone to premature

development of corrosion, remove surface defects resultant from tank construction, remove abandoned and unnecessary equipment, and improve tank maintenance capabilities.

The photographs referred to in this section are in Appendix A.

Based on an evaluation of the inspection data, the recommendations are:

4.1| Interior Wet Modifications

- 4.1.1** Replace the two (2) existing painter's T-rails on the underside of the roof. One is located around the drywell tube and the other out near the shell. Include replacement of all attachment brackets. See photos 2 through 8, 10, and 11.
- 4.1.2** Replace the four (4) independent steps that connect the top of the drywell tube ladder to the roof. The new steps should be designed as OSHA compliant non-slip steps. See photos 8 through 10.
- 4.1.3** Replace the flat bar safety climb device on the ladder with a non-corrosive cable style safety climb device. See photos 9, 13, and 14. The new safety device shall encompass the top four (4) newly installed steps.
- 4.1.4** Replace the top two (2) stand-off brackets of the wet access ladder attached to the drywell tube. See photo 9.
- 4.1.5** Caulk the unwelded overlap seams of the roof plates. Welding is too cost prohibitive for amount of seam sealing required. Caulking the seams will help reduce chances for corrosion along the seams. See photos 5 through 7, 10, and 11.
- 4.1.6** Seal weld all bolted stand-off brackets to the ladder siderails. Remove the bolts and plug weld the resulting holes. See photos 9, 13, and 14.
- 4.1.7** Repair some of the welds and complete the wrap around welds on the shell erection angles that were used during tower construction. See photos 23 through 28.
- 4.1.8** Replace the gasket on the 24-inch diameter round bowl manway. See photos 16 and 37.
- 4.1.9** Grind off all weld spatter and erection scab marks below the HWL for compliance with AWWA D100-11. This work will require approximately 55 man-hours. See photo 20.
- 4.1.10** Install two (2) bars on top of the fill pipe to prevent accidental entry of unwanted material during maintenance activities. See photo 18.
- 4.1.11** Install a Grid-Bee GS-12 Submersible Mixer in the tower to provide mixing capabilities that reduce the likelihood and magnitude of ice formation in cold weather and prevent stratification in warm weather, improving water quality and reducing the necessity of chemical additives such as chlorine. Include the installation of all electrical components and control panel for proper operation through SCADA systems.

4.2| Cathodic Protection (CP) System

- 4.2.1** The reservoir does not have a cathodic protection system, and one is not required if the coating is applied and maintained properly.

4.3| Interior Dry Modifications

- 4.3.1** Install a new 24-inch diameter, pressure style manway in the drywell tube. This will improve the ventilation during reconditioning and bring the tank into compliance with OSHA Confined Space Entry

requirements. This manway should be located approximately 180 degrees from the bowl manway. Include a manway step-off platform and hand grabs.

4.3.2 Consider installing a bowl drain valve through the concrete bowl. Installation would not be a simple or low-cost process but would better facilitate future maintenance activities such as sediment removal. See photos 15 through 19, 34, and 35.

4.3.3 Replace the steps in the drywell tube with an OSHA compliant ladder. The existing steps are misaligned and more challenging to climb than a typical ladder. See photos 30 and 31.

4.3.4 It appears painting of the fill pipe flanges may have occurred after insulation installation, leading to question of whether the fill pipe was completed painted when constructed. To ensure the pipe is properly painted, temporarily remove the aluminum jacket and insulation. Reinstall after painting has been completed. See photos 34, 36, and 39.

4.3.5 Assuming the sample tap at the bottom of the drywell tube is not used, remove it and repair the resulting hole per AWWA D100. See photo 32.

4.3.6 Replace the flat rail safety climb devices on the drywell tube ladder, column ladder, and ladder under the bowl manway with OSHA compliant cable style safety climb devices. Provide two (2) NIOSH approved full body harnesses with double hook lanyards and two (2) cable sleeves. See photos 30, 31, 33, 34, 37, and 39.

4.3.7 Replace all light bulbs in the dry area with LED bulbs. See photos 30, 33, and 39.

4.4| Exterior Modifications

4.4.1 Install two (2) climb assists on the exterior (roof side). One (1) adjacent to the drywell tube and one (1) adjacent to the wet access manway for securing safety harnesses with lanyards during egress from the tower roof. See photos 43 and 44.

4.4.2 Remove the four (4) grab bars adjacent to the drywell tube and wet access manway. See photos 43 and 44.

4.4.3 Install a 24-inch diameter aluminum pressure pallet style finial vent. The new vent and vent screen design should meet AWWA D100-11 and Bureau of Water regulations. The removable top will improve ventilation, provide access to the tank interior during reconditioning, and aid in compliance with OSHA confined space entry requirements.

4.4.4 Replace the existing vent/lid on the wet access manway with a solid, hinged, lockable lid. Include installation of a new gasket. See photo 44.

4.4.5 Replace the two (2) non-compliant, outer roof, access manways with 24-inch diameter, hinge covered, roof ventilation manways. See photos 49 and 50. **A temporary repair to the manways should be performed within the next 30 days to comply with health standards.**

4.4.6 Install two (2) additional, 24-inch diameter, hinge covered, roof ventilation manways, near the roof edge, 90-degrees from the existing non-compliant access manways. This will provide additional ventilation during the interior surface preparation and coating and aid in compliance with OSHA confined space entry requirements. See photos 47 and 48.

4.4.7 Replace the non-compliant roof handrail with a 20-foot diameter pipe style roof handrail conforming to OSHA regulations to enclose the existing wet access and roof access manways and the new finial vent. Install a non-skid walkway within the area of the hand railing. See photos 43 through 46.

4.4.8 Install the existing aviation beacon strobe and security camera on the new handrailing. Extend conduits and cable as required. See photos 45 and 46.

4.4.9 Remove the two (2) roof couplings. Repair the resulting holes per AWWA D100-11. See photo 51.

4.4.10 If not already LED, replace the two exterior wall pack fixtures on either side of the roll-up door. See photo 56.

4.4.11 Install an overflow pipe screen retainer and screen meeting Health Department regulations inside the existing flap. Use a corrosion resistant, heavy-gauge, No. 24 mesh screen. To meet the standards of AWWA D100-11, the outlet pipe should be installed 12- to 24-inches above grade to allow for easy visual confirmation the tower is not overflowing. Unfortunately, the design of the site and retaining walls do not allow the pipe to be modified without significant wall replacement and grade change. This condition would require clarification from the Bureau of Water as to whether it must comply with the AWWA standard. See photos 57 and 58.

5.0| PROPERTY CONSIDERATIONS

5.1| Site and Environmental Considerations

5.1.1 In conformance with State regulations, an analysis has been performed to determine the methods of pollution control required for this storage structure during reconditioning. To maintain air quality and to prevent the drift of dust and fugitive emissions, full containment will be required, including impervious ground cover, a top cover or bonnet, and negative air dust collection.

5.2| Telecommunications Considerations

5.2.1 The reservoir has no telecommunications equipment, either antennas or other associated equipment. Antennas generally have the effect of dramatically increasing the cost of reconditioning water storage reservoirs. If the owner is considering allowing antennas to be installed on the tower, lease agreements should be written to ensure the antenna owners are responsible for increase maintenance costs due to their presence. Installations should be reviewed to ensure that they do not interfere with normal use or maintenance of the tower, present safety hazards, or violate state or federal regulations.

5.2.2 Working around and protecting the telecommunications equipment, including antennas, coaxial cables, support brackets, and other miscellaneous equipment during future reconditioning will incur additional costs. The antenna owner(s) should be responsible for these expenses under clause(s) in the antenna lease agreements. These costs are not included in the cost estimate, as they vary considerably from tower to tower.

5.2.3 Prior to reconditioning, in accordance with the lease requirements of any antenna owner, the city should notify the telecommunications owners or manager of the work to be performed. The city should also determine whether: a) the antenna owners will pay the additional costs to work around and protect the antennas; b) the antenna owners will temporarily remove their antennas and associated equipment to facilitate reconditioning; or c) the city will have to pay for these costs themselves.

6.0| RECONDITIONING SUMMARY

6.1| Reconditioning Cost Estimate

The costs for structure modifications and replacing the interior and exterior coatings (including the containment) are estimated between \$880,000 and \$1,100,000. This estimate is based on current pricing and does not include costs for engineering and/or inspection services. For competitive bids, the project should be bid 9 to 12 months before the desired starting date.

An experienced tank-coating contractor with the proper crew and equipment should be able to complete the project in 10 weeks. At the time of reconditioning, the tower will need to be drained and remain off-line during interior structure modifications, abrasive blasting, and painting. However, most of the exterior structure modifications can be performed prior to draining, with the tank in service.

6.2| Next Reconditioning

KLM recommends performing the noted modifications and interior and exterior coatings replacement in the next one (1) to two (2) years to protect the tower and serve the water system for many more years to come.

Inspection and maintenance are critical to the longevity of the reservoir. Upon completion of reconditioning, the tank and coatings should first be inspected near the end of the warranty period and every three to five years thereafter. New interior and exterior coatings, if applied and maintained properly, should provide service life of at least 20 years.

KLM ENGINEERING, INC.

Report prepared by:

Benjamin Feldman

Benjamin Feldman
Project Evaluator

Report reviewed by:

Rodney Ellis

Rodney Ellis
Vice President/COO
NACE Certified Coatings Inspector No. 1686
AWS/CWI 04040311

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APPENDIX A

PHOTOGRAPHS



Photo No. 1
Overall view of the tower



Photo No. 2
Outer T-rail and roof conditions



Photo No. 3
Outer T-rail and roof conditions



Photo No. 4
Outer T-rail and roof conditions



Photo No. 5
Overall condition of roof



Photo No. 6
Overall condition of roof



Photo No. 7
Overall condition of roof



Photo No. 8
Wet access tube, Note; condition of steps



Photo No. 9
Wet ladder and top of drywell tube



Photo No. 10
Inner cone and T-rail



Photo No. 11
Inner T-rail



Photo No. 12
Coating failures on drywell tube



Photo No. 13
Drywell tube and ladder



Photo No. 14
Drywell tube and ladder



Photo No. 15
Condition of bowl



Photo No. 16
Bowl manway

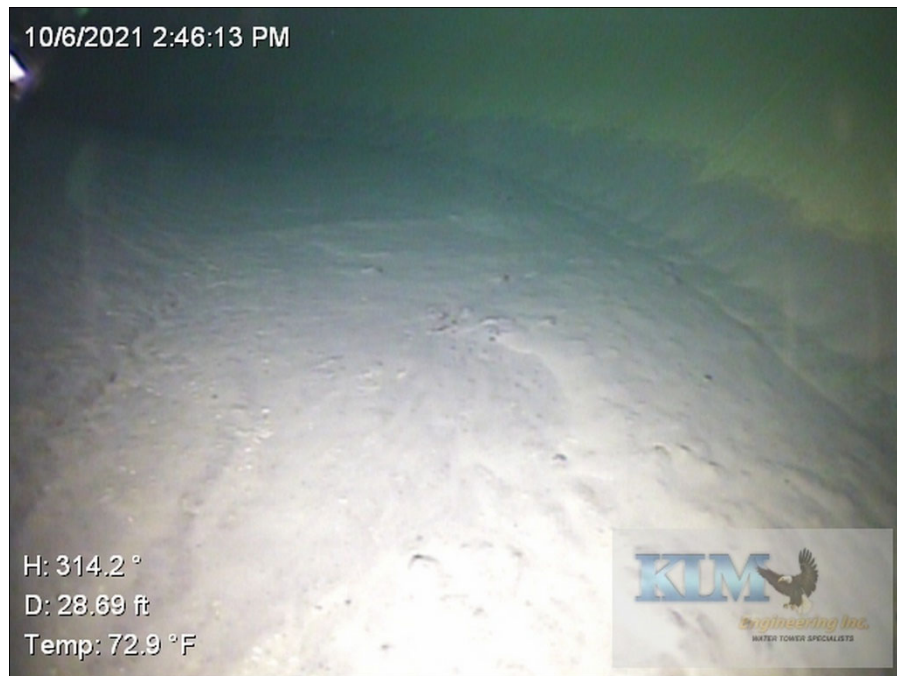


Photo No. 17
Sediment in lower bowl



Photo No. 18
Fill pipe and lower bowl



Photo No. 19
Sediment in lower bowl



Photo No. 20
Erection scab mark in cone

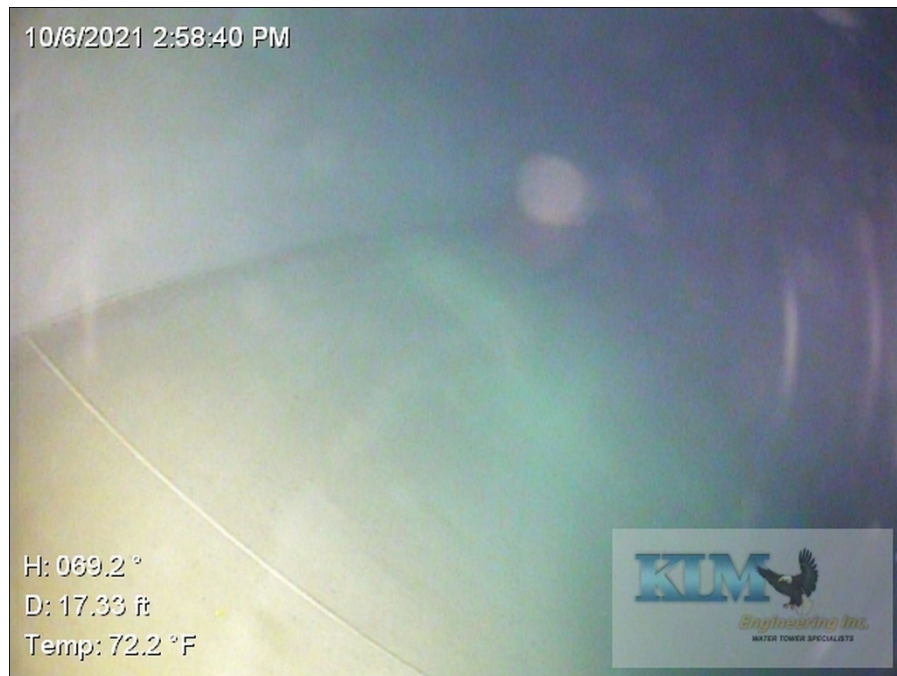


Photo No. 21
Conditions at cone to shell connection



Photo No. 22
Conditions at cone to shell connection



Photo No. 23
Shell condition, Note; shell erection angles



Photo No. 24
Condition of shell erection angles



Photo No. 25
Condition of shell erection angle



Photo No. 26
Shell erection angles



Photo No. 27
Corrosion at shell erection angle



Photo No. 28
Shell condition; Corrosion on bottom of shell erection angle visible



Photo No. 29
Overall condition of shell



Photo No. 30
Top of drywell tube



Photo No. 31
Overall conditions in drywell tube



Photo No. 32
Sample tab in bottom of drywell tube



Photo No. 33
Drywell tube and bowl



Photo No. 34
Catwalk and piping



Photo No. 35
Catwalk and bowl



Photo No. 36
Condition of piping flanges



Photo No. 37
Bowl manway

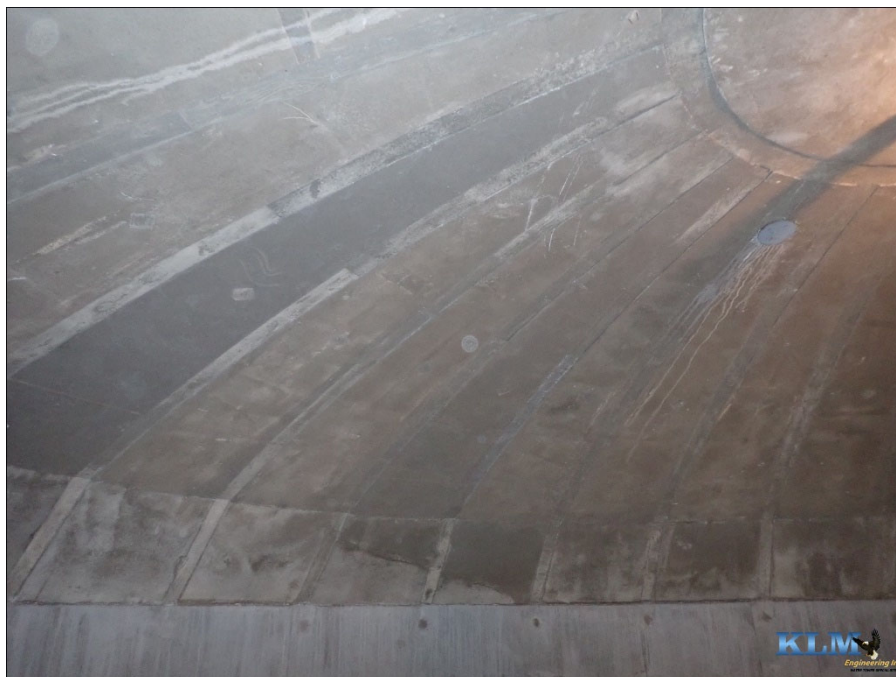


Photo No. 38
Overall condition of bowl



Photo No. 39
Overall condition of column interior



Photo No. 40
Conditions in tower base



Photo No. 41
Piping in control room



Photo No. 42
Piping in control room; expansion joint shown



Photo No. 43
Overall roof conditions

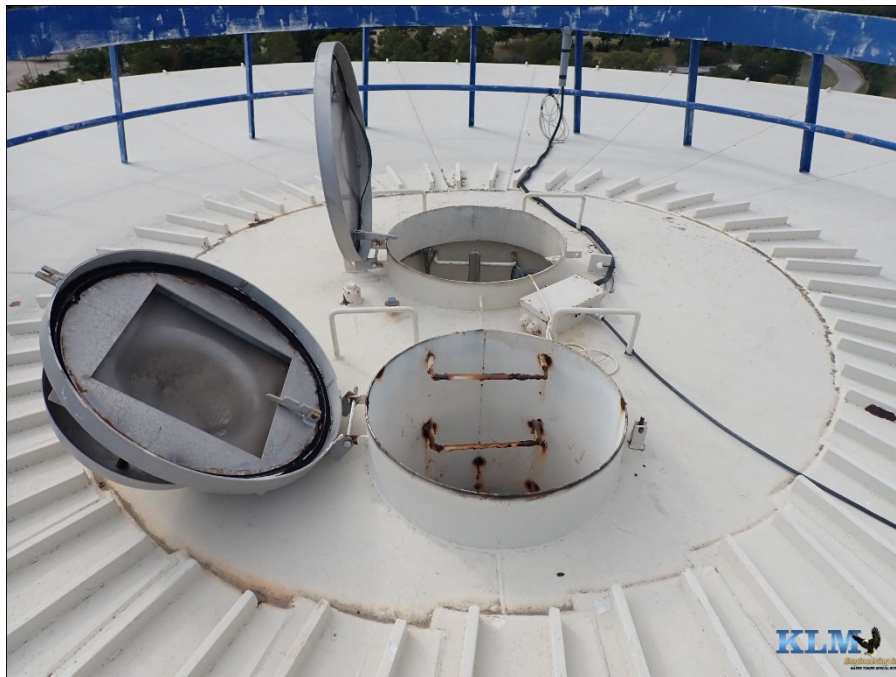


Photo No. 44
Roof conditions



Photo No. 45
Roof handrail and aviation light



Photo No. 46
Roof handrail and equipment



Photo No. 47
Roof coating condition



Photo No. 48
Roof coating condition



Photo No. 49
Roof coating condition, Note; damaged manway



Photo No. 50
Non-compliant, damaged outer access manway



Photo No. 51
Roof couplings



Photo No. 52
Coating condition on shell and bowl



Photo No. 53
Coating condition on shell and bowl



Photo No. 54
Bowl and concrete column



Photo No. 55
Painted over section of base to cover grafitti



Photo No. 56
Base access



Photo No. 57
Overflow discharge on retaining wall



Photo No. 58
Inside of overflow pipe

APPENDIX B

INSPECTION AND EVALUATION METHODS

1.0| INSPECTION AND EVALUATION METHODS

Some or all of the following procedures were performed as applicable.

1.1| Methods

1.1.1 The inspection of the base metal and coatings on interior and exterior surfaces included only areas accessible without scaffolding or special rigging. Where possible, the base metal and coating on the interior wet surfaces were examined from either a rubber raft while the tank was being drained, by a Remote Operated Vehicle (ROV) with the tower in service, or with both.

1.1.2 Tank plate thickness was measured at random locations on the liquid holding shell. The overall structural condition of the tank was visually examined.

1.1.3 No structural analysis was done to determine if the tank design complies with the AWWA D100-11 Standard for “Welded Carbon Steel Tanks for Water Storage.” However, any observed non-conformance to the AWWA D100-11 standard is noted in this report.

1.1.4 Although compliance with OSHA regulations was not a part of this inspection, any unsafe conditions or violations of current OSHA regulation that were observed are noted in this report.

1.2| Examination and Evaluation Techniques

Some or all of the following procedures were performed as applicable.

1.2.1| Site

The tank site was evaluated for proper drainage conditions affecting access and lead paint abatement during reconditioning.

Also, the following site dimensions were obtained: distance to fence(s), power lines, owner buildings, public property, private property/buildings, school/playgrounds, public parks, and other property.

1.2.2| Foundations

The tank concrete foundation(s) were/was visually examined for cracks, spalling, conditions of grout, indications of distress/settlement, and elevation above grade.

1.2.3| Tank Plate Thickness

Plate thickness measurements were taken using ultrasonic methods (UTM). The readings were taken using a digital readout Elcometer MTG6 Ultrasonic Thickness Gage that has a dual element probe (transducer). The probe's transmitter element sends a short ultrasonic pulse through the material. The pulse gets reflected as an echo from the opposite side of the plate and returns to the probe's receiver element. The round-trip time is directly related to the material's thickness.

1.2.4| Coating Thickness

Interior and exterior coatings, where accessible, were tested in accordance with Steel Structures Painting Council SSPC-PA2-18 “Procedure for Determining Conformance to Dry Coating Thickness Requirements” using PosiTector-6000-F1 Type 2 gages.

1.2.5| Coating Adhesion

Adhesion testing of the coating to the steel, and inner coat adhesion, was performed by ASTM D-3359: Shear Adhesion Test, Measuring Adhesion by Tape Test. In addition, subjective coating adhesion evaluation was performed using a penknife.

1.2.6| Coating Serviceability

The estimated remaining coating life or serviceability evaluation was performed using a wide variety of inspection instruments such as dry film thickness gauge, pen knife, Tooke gauge, adhesion tester(s), 30x microscope and serviceability evaluation experience (minimum experience 10 years).

The instrument inspection was combined with a close visual inspection of all accessible coatings. This was done to detect any holidays (misses), skips, runs, sags, surface containments, overspray, dry spray, poor coating cohesion, inter-coat delamination, loss of adhesion to the substrate, adverse conditions of the steel underneath the coating, or any other defects affecting the intended service.

1.2.7| Coating Lead and Chromium Content Analysis

Samples may have been taken of the various types of coatings present on the interior and exterior surfaces. GPI Laboratories, Inc. of Grand Rapids, Michigan tests these coatings in conformance with ASTM D-3335 Standard Test Methods for Concentrations of Lead and Chromium in Paint.



DATE: November 10, 2022
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the ten-month period ended October 31, 2022, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$53,526 higher than YTD budget

Taxes: \$1,512,411 higher than YTD budget

Sales Tax - \$691,664 higher

County Wide sales tax - \$374,700 higher

Franchise tax - \$428,707 higher

Licenses & Permits: \$154,506 higher than YTD

Building Permits - \$158,046 higher

Charges for Services: \$378,308 lower than YTD budget

Ambulance - \$685,170 lower

Golf - \$129,918 higher

Airport Fuel - \$173,142 higher

Reimbursements: \$396,414 lower than YTD budget

Invoice sent to Hornet Point building for the demolition \$400,724.46 was certified to the county for tax collection.

Expense

Personnel Services: \$689,480 under YTD budget

Administration - \$150,259 under

Finance/HR - \$71,711 under

Fire - \$69,724 under

Police – \$238,175 under

Park - \$112,516 under

Maintenance & Repair: \$190,360 under YTD budget
Equipment: \$94,595 under
Vehicles: \$70,395 under

Commodities: \$94,674 over YTD budget
Clothing - \$61,227 under
Office Machines & Software - \$50,305 higher
Ambulance Supplies - \$34,341 higher
Airport Fuel - \$117,893 higher

Other Charges: \$309,523 under YTD budget
Insurance - \$27,650 lower
Medical Expense - \$26,083 lower
Inter Department charge - \$150,756 lower
Public Education - \$12,863 lower
Shop Labor - \$43,830 lower
Testing Recruitment - \$16,107 higher
Miscellaneous - \$10,561 lower

Total revenues for the ten-month period ended October 31, 2022, were \$1,480,164 over the YTD budget while expenses were \$787,144 under the YTD Budget. Therefore, the General Fund experienced operating results of \$2,267,308 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the ten-month period ended October 31, 2022. The significant budget variations have been explained below.

Revenue

Sale of Water: \$250,213 over YTD budget.

Expense

Maintenance & Repair: \$390,308 higher than YTD Budget
Equipment \$169,432 higher
Water Main \$157,853 higher
Main to Meter \$33,928 higher
Water Meters \$19,272 higher

Commodities: \$421,317 higher than YTD Budget
Chemicals \$383,275 higher
Laboratory Equipment \$30,040 higher

Capital Outlay: \$435,877 lower than YTD budget due to not all items being purchased yet

Utilities: \$176,805 higher than YTD budget due to electricity being \$173,832 higher.

Contractual Services: \$235,725 higher than YTD budget
Contractual Services \$238,413 higher

Professional Services \$12,868 higher
New Services \$10,997 lower

Total revenues for the ten-month period ended October 31, 2022, were \$1,553,744 over the YTD budget while expenses were \$888,579 higher the YTD Budget. Therefore, the Water Fund experienced operating results of \$665,165 less favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the ten-month period ended October 31, 2022. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$414,827 higher than YTD budget

Extra Strength Surcharge: \$63,117 higher than YTD budget

Miscellaneous: \$147,578 CDBG draw downs for Lift Station #2

Expenses

Maintenance & Repair: \$551,962 higher than YTD budget

Sewer Mains \$276,438 higher

Equipment \$257,220 higher

Commodities: \$233,830 higher than YTD Budget

Materials \$24,142 higher

Software \$28,254 higher

Chemicals \$144,645 higher

Laboratory Equipment \$16,264 higher

Contractual Services: \$120,910 higher than YTD Budget

Contractual Services \$149,502 higher

Lease Agreement \$41,859 lower

Total revenues for the ten-month period ended October 31, 2022, were \$197,179 lower the YTD budget while expenses were \$460,135 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$657,314 less favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the ten-month period ended October 31, 2022. The significant budget variations have been explained below.

Revenue

Collection fees: \$99,902 higher than YTD budget

Resale of Recyclables: \$130,634 higher than YTD budget

Rolloff: \$326,202 higher than YTD budget

Landfill fees: \$54,083 higher than YTD budget

Expenses

Commodities \$103,507 higher than YTD Budget

Motor Fuel \$38,505 higher

Other Commodities \$39,045 higher

Software \$14,208 higher

Tools \$6,424 higher

Capital Outlay \$164,934 lower than YTD budget due to items not purchased yet

Total revenues for the ten-month period ended October 31, 2022, were \$645,559 higher the YTD budget while expenses were \$54,742 higher than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$590,816 more favorable than the YTD Budget.

GENERAL FUND

as of October 31, 2022

GENERAL FUND

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,300,640	4,515,233	4,515,233	4,535,364	4,535,364
REVENUE					
Ad Valorem Property Tax	4,722,275	5,054,844	5,054,844	5,108,370	(53,526)
Taxes	11,692,294	10,947,481	9,124,190	10,636,601	(1,512,411)
Intergovernmental Taxes	272,554	244,660	190,719	258,069	(67,350)
Licenses & Permits	291,189	215,900	179,920	334,426	(154,506)
Charges for Services	2,301,602	2,627,418	2,243,000	1,864,692	378,308
Fines & Fees	508,360	550,800	429,000	368,039	60,961
Use of Property and Money	144,759	154,024	128,340	175,394	(47,054)
Reimbursements	218,280	160,087	134,400	(262,014)	396,414
Misc. Rev. - Administrative Transfers	2,825,664	2,533,894	2,111,560	2,546,319	(434,759)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	45,240	4,700	3,920	160	3,760
Nonoperating Revenues	27,597	0		50,001	(50,001)
TOTAL RECEIPTS	23,049,814	22,493,808	19,599,893	21,080,057	(1,480,164)
EXPENDITURES					
Personnel Services	12,866,777	14,013,680	11,348,092	10,658,612	689,480
Vacancy Rate		(258,532)	0		0
Maintenance & Repair	735,350	935,804	779,850	589,490	190,360
Commodities	1,260,084	1,500,190	1,257,370	1,352,044	(94,674)
Other Charges	493,000	882,718	465,350	155,827	309,523
Capital Outlay	334,083	518,300	518,300	153,773	364,527
Debt Reduction		0			0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	770,833	770,833	0
Transfer to Multi Year Fund	2,953,164	2,623,107	2,185,920	2,562,687	(376,767)
Transfer to Project accounts	1,640,729	40,000	33,337	327,934	(294,597)
Transfer to B&I for Hanger payment	0	0	0	0	0
Utilities	561,222	502,050	418,370	444,738	(26,368)
Communications	96,294	124,731	103,978	88,584	15,394
Training and Travel	145,922	219,250	182,710	172,372	10,338
Jail Expenses	34,520	75,000	62,500	59,680	2,820
Other Contractual	821,776	925,939	773,110	776,004	(2,894)
Excess Carryover		0	0		0
Outstanding PO's	(155,880)				
TOTAL EXPENDITURES	22,712,040	23,027,237	18,899,721	18,112,577	787,144
Revenue less expenses	337,774	(533,429)	700,172	2,967,481	(2,267,308)
Cash Basis Adjustments/Non-appropriated Balance	(103,049)	0	0	18,069	
Ending Cash Balance	4,535,364	3,981,804	5,215,405	7,520,914	
Base for Reserve calculation	16,859,064	18,920,830	15,391,330	14,297,350	
15% Reserve	2,528,860	2,838,125	2,308,700	2,144,602	
Amount over 15% Reserve	2,006,505	1,143,680	2,906,706	5,376,312	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
EMS	\$43,000	42,487	Monitor/Defibrillator
EMS	\$30,000	30,000	EMS Pickup (2006)
EMS	\$46,000		Replace Power Cots
Fire	\$30,000		Battery Powered Hydraulic Extrication Tools
Fire	\$40,500		Breathing Air Compressor - Station 2
Code Services	\$35,000	35,000	Pick up or Car (2000)
Park	\$55,000	55,000	1 ton Dump Bed pickup (1994)
Shop	\$8,000	\$6,579.20	OBD 2 Scan Tool
Police	\$25,000		2 Mobile data terminals & 2 Video Cameras
Police	\$14,000	\$14,000.00	8 Tasers
Police	\$25,000	\$14,950.00	10 Body Cameras
Police	\$16,800		Firewall (Our Share)
Police	\$120,000	\$120,000.00	2 Patrol Vehicles
Police			

Multi Year Fund

as of October 31, 2022

			Purchase Order	Expenses	Actual	2022 Budget/estimated	2022
Beginning unencumbered balance					3,582,386.79	1,015,631.00	
Sales Tax Proceeds from General Fund					2,562,687.14	2,623,107.00	
Interest					17,311.89	5,000.00	
Tax Credits					-	-	
Accounts Receivable					(700.00)	-	
REVENUE					2,579,299.03	2,628,107.00	
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership		-	-	600,000.00	
	102-0101-400.0801	Land Bank land purchase & PEP		100,000.00	100,000.00	100,000.00	
	102-0101-400.0505	ADA Sidewalks	-	-	-	50,000.00	
Total Revenue	102-0101-400.0265	Miscellaneous storm water repairs		208,276.00	208,276.00	208,276.00	
	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	-	421.92	421.92	14,809.97	
	102 0101 400 0505	Holiday Drive Storm Water		-	-	165,500.00	
	102-0101-400.0265	E 12th Ave & RR storm water		-	-	50,000.00	
	102-0301-400.0502	Replace HVAC in Admin & Dorms St #2 & Jace Controller	0.00	167,874.48	167,874.48	108,007.45	
	102-0301-400.0502	Kitchen Remodel at Fire Station 2		-	-	28,000.00	
SW1903	102-0301-400.0502	Overhead Door Replacement Station 2		-	-	12,000.00	
SW1303	102 0601 400 0257	2022 Hazardous Sidewalk	10,843.83	92,943.07	103,786.90	100,000.00	
	102 0601 400.1516	Alley East of Lyon County State Bank 800 Block	-	62,523.00	62,523.00	2,231.98	
FS2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block		4,029.33	4,029.33	758,963.93	
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	-	-	-	70,000.00	
	102-0601-400.1516	9th Ave Anderson to Burn to Fairgrounds	-	22,128.24	22,128.24	28,307.22	
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic arts to Hatcher		-	-	55,000.00	
AL2101	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton		-	-	25,000.00	
PK2101		Sidewalk 12th & Burlingame		-	-	160,000.00	
		Sidewalk 24th Ave along Jones Park		-	-	-	
SK2102	102-0601-400.1516	Handicap curb cuts		-	-	50,000.00	
	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	109,843.65	618,419.00	728,262.65	411,000.00	
	102-0601-400.1516	2022 Street Rehab	628,046.47	194,217.03	822,263.50	850,000.00	
	102-0601-400.1516	Road 180 (W edge of Every to Road F5)		-	-	300,000.00	
	102-0601-400.1516	Road F Utilities & Easements		-	-	-	
	102-0601-400.1516	Weaver Street Resurfacing (6th Ave to US-50 Hwy)		-	-	-	
PV2201	102-0601-400.1516	6th & Prairie intersection Improvements		215,000.00	215,000.00	230,000.00	
PV2203	102-0601-400.1516	Misc Street Repairs		-	-	100,000.00	
	102-0601-400.1516	15th Ave Substation barrier wall	-	15,947.20	15,947.20	36,000.00	
	102-0601-400.0505	Slurry/chip Seal	60,465.00	-	60,465.00	200,000.00	
	102-0601-400.0505	Camera (loop projectors) 6th & Rural	84,809.96	47,965.00	132,774.96	90,000.00	
	102-0701-400.0505	Master plan design of golf course, range, bldg	-	-	-	12,250.00	
	102-0803-400.0505	JAC replace sand in filters		-	-	20,000.00	
PV2202	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	-	-	-	3,518.00	
PV2206	102-0806-400.0502	Parking Lot at Zoo	127,864.70	3,967.18	131,831.88	163,560.89	
TS2201	102-0806-400.0505	Bus parking at zoo		-	-	20,000.00	
GC1701	102-0806-400.0502	Hoof Stock Sheds		-	-	50,000.00	
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs		-	-	54,000.00	
ZO2101	102-0806-400.0502	Fire Alarm & Smoke Detection at Zoo	25,629.10		25,629.10	26,000.00	
ZO2102	102-0901-400.0502	618 Mechanic Roof		-	-	60,000.00	
	102 0901 400 0505	Elevator controls Roof Caps	36,600.00	-	36,600.00	36,600.00	
	102-0901-400.0502	Replace Steam Lines & update HVAC		-	-	50,000.00	
CV2201	102-0901-400.0502	Civic Fire Alarm Card update 2nd half	-	58,053.00	58,053.00	60,000.00	
ZO2201	102-0901-400.0502	2022 Replace Steam Lines	-	-	-	85,000.00	
	102-0901-400.0502	2020 & 21 & 22 ADA Improvements		-	-	300,000.00	
CV2001	102-0901-400.0502	Replace Irrigation system	13,190.13		13,190.13	30,000.00	
	102-0901-400.0502	Walk-in Cooler in Room 222		-	-	25,000.00	
	102-0901-400.0502	Replace Windows in Auditorium		-	-	26,000.00	
CV2202	102-0901-400.0502	Elevator Controls	53,050.00	53,050.00	106,100.00	175,000.00	
CV1901	102-0901-400.0502	ADA Improvements Police & Water Dept	0.00	12,757.18	12,757.18	45,288.71	
CV2102	102-0901-400.0505	Carnegie Library Study	-	9,500.00	9,500.00	7,300.00	
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers		-	-	120,000.00	
LB2202	102-0902-400.0505	Replace Irrigation system	4,884.86		4,884.86	10,000.00	
	102-0902-400.0502	HVAC updates		-	-	15,000.00	
	102-1401-400.0505	Runway Extension 51" Design (KDOT 90%)		-	-	8,150.00	
	102-1401-400.0505	Wildlife Site Visit & Study (FAA 90%)		-	-	3,000.00	
AR2101	102-1401-400.0801	Airport Edge lighting & guidance signs		-	-	40,987.00	
			1,155,227.70	1,887,071.63	3,042,299.33	6,249,751.15	
Ending Unencumbered Cash balance					3,069,386.49	(39,257.36)	
2022 budgeted projects					3,069,386.49	-	
EXPENDITURES					-	-	

City of Emporia, Kansas

Library Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Original Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$832,333	\$892,992	\$892,992	\$895,664	(\$2,672)
Back Tax Collection	\$14,757	\$15,000	\$15,000	\$20,680	(\$5,680)
Motor Vehicle Tax	\$99,565	\$94,818	\$94,818	\$84,748	\$10,070
Recreational Vehicle Tax	\$1,142	\$1,038	\$1,038	\$1,012	\$26
AdValorem Tax Reduction	(\$10,017)	(\$9,500)	(\$9,500)	(\$9,766)	\$266
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$937,779	\$994,348	\$994,348	\$992,336	\$2,012
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$937,779	\$994,348	\$994,348	\$976,704	\$17,644
TOTAL EXPENDITURES	\$937,779	\$994,348	\$994,348	\$976,704	\$17,644
Ending Cash Balance	\$0	\$0	\$0	\$15,633	(\$15,633)

Convention & Tourism Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$531,611	\$606,062	\$606,062	\$649,122	\$0
REVENUE					
Transient Guest Tax	\$634,077	\$620,000	\$620,000	\$552,576	\$67,424
Interest on Investment	\$300	\$200	\$170	\$2,454	(\$2,284)
Fence rental	\$8,128	\$7,000	\$5,830	\$7,558	(\$1,728)
Return of amount over allowed reserve					\$0
Repayment of extra funds - Chamber				\$50,630	(\$50,630)
Accounts Receivable - fence rental	\$0			\$3,029	(\$3,029)
TOTAL RECEIPTS	\$642,506	\$627,200	\$626,000	\$616,248	\$9,752
EXPENDITURES					
CVB Appropriation	\$273,750	\$365,000	\$365,000	\$365,000	\$0
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$30,000	\$30,000	\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$5,625	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$37,500	\$56,250	\$56,250	\$56,250	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$7,500	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$15,000	\$20,000	\$20,000	\$20,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$25,000	\$25,000	\$25,000	\$15,000	\$10,000
DDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$10,000	\$20,000	\$20,000	\$20,000	\$0
Dynamic Discs					\$0
Fence Purchase					\$0
Miscellaneous	\$12,750	\$0		\$5,130	(\$5,130)
Special Projects		\$609,512	\$0		\$0
Outstanding PO's	\$12,870			\$0	
TOTAL EXPENDITURES	\$524,995	\$1,238,262	\$628,750	\$623,880	\$4,870
Ending Cash Balance	\$649,122	(\$5,000)	\$603,312	\$641,489	\$4,883
Transient Guest Tax Receipts	2018	2019	2020	2021	2022
1ST QUARTER-JANUARY	\$149,499.38	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75
2ND QUARTER-APRIL	\$127,440.51	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80
3RD QUARTER-JULY	\$213,098.04	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58
4TH QUARTER-OCTOBER	\$200,537.74	\$207,822.11	\$151,949.08	\$200,102.99	\$219,288.14
TOTAL	\$690,575.67	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27

City of Emporia, Kansas

Industrial Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	18,767	19,899	19,899	19,923	0
REVENUE					
Ad Valorem Property Tax	999	1,000	1,000	1,077	(77)
Back Tax Collections	19	21	21	26	(5)
Motor Vehicle Tax	139	114	114	104	10
Ad Valorem Tax Reduction	(12)	(16)	(16)	(12)	(4)
Interest on Investment	11	12	10	82	(72)
Miscellaneous					
TOTAL RECEIPTS	1,156	1,131	1,129	1,277	(148)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	99		99
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,845			0
TOTAL EXPENDITURES	0	21,030	99	0	99
Ending Cash Balance	19,923	0	20,929	21,200	(247)

Industrial Development Sales Tax

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$442,855	\$253,102	\$253,102	\$247,080	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$770,833	\$770,833	\$0
Interest Income	\$231	\$250	\$210	\$2,456	(\$2,246)
Money for Land Purchases	\$1,000,000	\$0		\$0	\$0
Bond Proceeds		\$0		\$1,000,000	(\$1,000,000)
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$1,925,231	\$925,250	\$771,043	\$1,773,290	(\$1,002,246)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$262,500	\$262,500	\$0
Emporia Enterprises	\$25,000	\$25,000	\$25,000	\$32,500	(\$7,500)
Miscellaneous	\$99	\$0		\$0	\$0
Land Purchase for Industr	\$200,000	\$0	\$0	\$0	\$0
Land Purchase	\$1,000,000	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0			\$0
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
REG Demolition	\$195,906	\$0	\$0	\$0	\$0
Water Valves					\$0
Special Projects		\$453,352	\$0	\$120,941	(\$120,941)
Total Expenses	\$2,121,005	\$1,178,352	\$637,500	\$765,941	(\$128,441)
Ending Cash Balance	\$247,080	\$0	\$386,645	\$1,254,429	(\$873,805)

Special Alcohol Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	73,443	77,967	77,967	89,340	0
REVENUE					
Private Club Liquor Tax	86,358	80,000	60,000	74,650	(14,650)
Interest on Investment	40	25	20	364	(344)
TOTAL RECEIPTS	86,397	80,025	60,020	75,013	(14,993)
EXPENDITURES					
Appropriations	70,500	86,750	65,061	66,750	(1,689)
Special Projects		71,242	0		0
TOTAL EXPENDITURES	70,500	157,992	65,061	66,750	(1,689)
Ending Cash Balance	89,340	0	72,926	97,604	(13,304)

	Receive in 2018	Receive in 2019	Receive in 2020	Receive in 2021	Receive in 2022
Appropriations					
Cross Winds	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
Corner House	\$75,000.00	\$55,000.00	\$65,000.00	\$48,750.00	\$65,000.00
Emporia State University	\$5,400.00	\$5,400.00	\$9,000.00	\$6,750.00	\$6,750.00
Emporia State University USD #253		\$6,500.00	\$0.00	\$0.00	
Total	\$100,400.00	\$86,900.00	\$94,000.00	\$70,500.00	\$86,750.00

	2018	2019	2020	2021	2022
Receipts					
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09
2ND QUARTER - JUNE	\$26,757.14	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.52	\$14,069.40	\$24,664.21	
TOTAL	\$92,876.19	\$102,449.83	\$66,237.79	\$86,357.76	\$74,650.00

Special Park Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$117,929	\$132,234	\$132,234	\$188,630	\$0
REVENUE					
Private Club Liquor Tax	\$86,358	\$80,000	\$60,000	\$74,650	(\$14,650)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$4,266	\$0		\$0	\$0
Interest on Investment	\$77	\$40	\$30	\$447	(\$417)
TOTAL RECEIPTS	\$90,701	\$80,040	\$60,030	\$75,097	(\$15,067)
EXPENDITURES					
Capital Outlay	\$60,513	\$82,500	\$82,500	\$84,868	(\$2,368)
Municipal Band Allocation		\$10,000	\$10,000	\$10,000	\$0
Miscellaneous					\$0
Commodities		\$0		\$14,330	(\$14,330)
Contractual Services	\$20,000	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account				\$96,711	(\$96,711)
Outstanding PO's	-\$60,513			\$0	
Special Projects		\$119,774	\$0		\$0
TOTAL EXPENDITURES	\$20,000	\$212,274	\$92,500	\$205,909	(\$113,409)
Ending Cash Balance	\$188,630	\$0	\$99,764	\$57,818	\$98,342

Receipts	2018	2019	2020	2021	2022
1ST QUARTER - MARCH	\$20,419.16	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10
2ND QUARTER - JUNE	\$26,757.13	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19
3RD QUARTER - SEPTEMBER	\$21,039.84	\$26,000.31	\$7,881.00	\$25,844.73	\$28,544.72
4TH QUARTER - DECEMBER	\$24,660.05	\$26,705.53	\$14,069.39	\$24,664.03	
TOTAL	\$92,876.18	\$102,449.84	\$67,237.76	\$86,357.57	\$74,650.01

Capital Items	Budget Amount	Purchase Price
Park	\$70,000.00	\$84,868.00
	70,000.00	84,868.00

11 Foot Rotary Mower (2012)

City of Emporia, Kansas

Special Street Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	546,748	496,206	496,206	517,459	
REVENUE					
Gasoline Tax	712,575	632,540	632,540	655,837	(23,297)
Special City-County Tax	85,230	74,826	58,000	57,816	184
Damages	9,118	0		18,712	(18,712)
Interest on Investment	341	200	170	1,799	(1,629)
Transfer of Funds		0			0
Sale of Salvage	294			33	(33)
Miscellaneous	8,072	0		4,497	(4,497)
TOTAL RECEIPTS	815,630	707,566	690,710	738,694	(47,984)
EXPENDITURES					
Personnel Services	571,835	509,116	412,546	507,464	(94,918)
Vacancy		(9,583)			0
Maintenance & Repair	64,519	86,240	71,870	91,833	(19,963)
Commodities	98,958	120,250	100,200	91,852	8,348
Other Charges	38,711	45,600	41,500	36,079	5,421
Capital Outlay		0		14,875	(14,875)
Transfer of Funds	15,403	0		0	0
Utilities	22,042	30,050	25,040	22,862	2,178
Communications	1,584	2,200	1,830	1,237	593
Training & Travel	2,567	4,300	3,580	8,110	(4,530)
Contractual Services	29,585	37,300	31,080	28,999	2,081
Special Projects	0	378,299	0	0	0
Audit Adjustments	3,117			2,023	(2,023)
Outstanding PO's	(3,403)			0	0
TOTAL EXPENDITURES	844,918	1,203,772	687,646	805,335	(117,689)
Net Change in Cash	(29,289)	(496,206)	3,064	(66,641)	
Ending Cash Balance	517,459	0	499,270	450,818	
Receipts	2018	2019	2020	2021	2022
1st Quarter - Jan Payment	\$169,274.62	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74
2nd Quarter - April Payment	\$156,526.16	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42
Extra Payment- June				\$54,671.53	
3rd Quarter - July Payment	\$171,880.23	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14
4th Quarter - Oct Payment	\$176,248.57	\$177,741.69	\$164,712.37	\$174,419.30	\$165,112.70
Total	\$673,929.58	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00

Capital Item	Budget Amount	Purchase Price
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City of Emporia, Kansas

Drug Forfeiture Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$68,301	\$72,327	\$72,327	\$69,300	
REVENUE					
Receipts from Drug Forfeitures	\$4,115	\$5,000	\$4,170	\$52,650	(48,480)
Interest on Investment	\$41	\$25	\$20	\$320	(300)
Miscellaneous					
TOTAL RECEIPTS	\$4,156	\$5,025	\$4,190	\$52,970	(48,780)
EXPENDITURES					
Commodities	\$26,075	\$5,000	\$4,170	\$23,264	(19,094)
Capital Outlay		\$0			-
Communications	\$345	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$3,459	(3,459)
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$11,895	(11,895)
Outstanding PO's	-\$23,264			\$0	
Special Projects		\$72,352	\$0		
TOTAL EXPENDITURES	\$3,157	\$77,352	\$4,170	\$38,617	(34,447)
Ending Cash Balance	\$69,300	\$0	\$72,347	\$83,654	

City of Emporia, Kansas

Storm Water

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	
REVENUE					
Transfer from Multi Year	\$0	\$0	\$0	\$258,276	(258,276)
Interest on Investment	\$0	\$0	\$0	\$388	(388)
Miscellaneous					
TOTAL RECEIPTS	\$0	\$0	\$0	\$258,664	(258,664)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges					-
Transfer of funds					
Other Contractual		\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	-
Ending Cash Balance	\$0	\$0	\$0	\$258,664	

City of Emporia, Kansas

Bond & Interest Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$883,335	\$1,328,355	\$1,328,355	\$1,340,015	\$0
REVENUE					
Ad Valorem Property Tax	\$1,666,109	\$1,787,969	\$1,760,000	\$1,793,123	(33,123)
Back Tax Collection	\$30,394	\$40,000	\$35,500	\$41,867	(6,367)
Special Assessments	\$115,984	\$78,252	\$78,252	\$82,354	(4,102)
Motor Vehicle Tax	\$207,641	\$191,884	\$191,884	\$171,921	19,963
Ad Valorem Tax Reduction	-\$20,142	-\$20,000	-\$20,000	-\$19,552	(448)
Interest on Investment	\$951	\$700	\$700	\$7,987	(7,287)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvemen	\$49,050	\$47,700	\$47,700	\$47,700	0
Recreation Center - Fitness Room	\$50,220	\$50,960	\$50,960	\$50,960	0
Industrial Land Payment - Ind Sales Tax		\$0			0
Sale of Bonds		\$0		\$3,666,943	(3,666,943)
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous		\$0		\$31	(31)
Transfer of Funds from Project Accounts		\$0		\$21,808	(21,808)
TOTAL RECEIPTS	\$2,100,206	\$2,177,465	\$2,144,996	\$5,865,142	
EXPENDITURES					
Principal	\$1,410,000	\$1,758,506	\$1,758,506	\$1,455,000	303,506
Interest Coupons	\$233,526	\$204,500	\$204,500	\$204,500	0
Transfer of funds				\$3,666,943	
Misc projects		\$1,542,814	\$0		
TOTAL EXPENDITURES	\$1,643,526	\$3,505,820	\$1,963,006	\$5,326,443	303,506
Ending Cash Balance	\$1,340,015	\$0	\$1,510,345	\$1,878,713	

Equipment Reserve Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	
REVENUE					
Transfer from other funds	\$0	\$0	\$0	\$334,000	(334,000)
Interest on Investment	\$0	\$0	\$0	\$502	(502)
Miscellaneous					
TOTAL RECEIPTS	\$0	\$0	\$0	\$334,502	(334,502)
EXPENDITURES					
Capital Outlay		\$0			-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	-
Ending Cash Balance	\$0	\$0	\$0	\$334,502	

Water Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,620,859	3,246,622	1,676,012	3,246,907	0
REVENUE					
Sale of Water	7,009,923	6,588,000	5,490,000	5,740,213	(250,213)
Service Charge	113,879	100,000	83,330	88,946	(5,616)
Penalties	90,357	85,000	70,830	77,509	(6,679)
Sale of Salvage		0			0
Reimbursed Expense	24,076	2,000	1,670	6,727	(5,057)
Interest on Investment	2,176	1,300	1,370	14,257	(12,887)
Sale of Bonds		0			0
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	911,242			1,271,594	(1,271,594)
Non Operating Revenue	0	0		0	0
Miscellaneous	1,123	1,350	830	2,530	(1,700)
TOTAL RECEIPTS	8,502,776	7,127,650	5,998,030	7,551,774	(1,553,744)
EXPENDITURES					
Personnel Services	967,937	935,665	755,505	812,295	(56,790)
Vacancy		(20,384)			0
Maintenance & Repair	832,844	644,550	487,640	877,948	(390,308)
Commodities	1,176,555	903,000	885,850	1,307,167	(421,317)
Other Charges	179,576	217,070	167,640	202,408	(34,768)
Capital Outlay	107,207	555,000	555,000	119,123	435,877
Debt Payment	1,490,051	2,464,403	2,534,152	1,569,165	964,987
Stock	672	5,000	4,170	18,271	(14,101)
Transfer to Project Account	953,933	0		1,275,394	(1,275,394)
Utilities	530,136	502,850	419,040	595,845	(176,805)
Communications	28,434	45,100	37,590	24,253	13,337
Travel & Training	6,287	13,450	11,210	12,571	(1,361)
Contractual Services	475,704	585,700	471,460	707,185	(235,725)
Administrative Fee 16%	1,155,328	1,083,680	903,070	1,046,044	(142,974)
Excess Carryover		0			
Change in Liabilities	(27,936)	0		(446,763)	446,763
Outstanding PO's	0				
TOTAL EXPENDITURES	7,876,728	7,935,084	7,232,327	8,120,906	(888,579)
NET CHANGE IN CASH	626,048	(807,434)	(1,234,297)	(569,132)	(665,165)
ENDING CASH BALANCE	3,246,907	2,439,188	441,715	2,677,775	
Principal Bond Payments	(1,155,000)	(2,005,283)	(2,005,283)	(1,210,000)	
Depreciation	1,399,907	1,365,000	1,137,500	1,076,317	
Capitalized Assets	(4,498,277)	(555,000)	0	(104,150)	
Liabilities					
ADJUSTMENTS	(4,253,370)	(1,195,283)	(867,783)	(237,832)	
Base for reserve calculation	6,815,589	7,380,084	6,677,327	6,726,389	
20% reserve amount	1,363,118	1,476,017	1,335,465	1,345,278	
Amount over 20% reserve	1,883,789	963,171	(893,750)	1,332,497	

Wastewater Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,616,764	2,302,873	2,010,106	2,351,302	
REVENUE					
Sales/Charges	5,604,381	5,530,808	5,530,808	5,115,981	414,827
Extra Strength Surcharge	123,584	75,900	75,900	139,017	(63,117)
Interest on Investment	1,708	1,000	1,000	9,032	(8,032)
New System taps	1,300	1,000	1,000	200	827
Loss on sales of assets	0			0	
Trf to projects	349,769	0		0	0
Sale of Bonds					0
Miscellaneous	39,990	1,000	1,000	148,325	(147,325)
TOTAL RECEIPTS	6,120,732	5,609,708	5,609,708	5,412,555	197,179
EXPENDITURES					
Personnel Services	841,257	939,942	760,587	839,740	(79,153)
Vacancy	0	(16,218)		0	0
Maintenance & Repair	444,900	298,250	248,550	800,512	(551,962)
Commodities	220,944	156,000	146,660	380,490	(233,830)
Other Charges	153,916	185,100	166,600	158,534	8,066
Capital Outlay	56,245	480,000	480,000	512,285	(32,285)
Debt Payment	2,562,638	2,830,993	2,844,814	2,525,432	319,382
Transfer to Project fund	617,004	0	0	153,935	(153,935)
Utilities	549,126	521,500	434,580	503,642	(69,062)
Communications	22,222	28,350	13,630	18,578	(4,948)
Travel & Training	4,069	6,600	5,500	9,774	(4,274)
Contractual Services	302,876	267,450	224,320	345,230	(120,910)
Administrative Fee flat	610,000	610,000	508,330	559,167	(50,837)
Excess Carryover		0	0		
Change in Liabilities	996	0		(513,611)	513,611
Outstanding PO's	0				
TOTAL EXPENDITURES	6,386,194	6,307,967	5,833,571	6,293,706	(460,135)
NET CHANGE IN CASH	(265,462)	(698,259)	(223,863)	(881,151)	657,314
ENDING CASH BALANCE	2,351,302	1,604,614	1,786,243	1,470,152	
Depreciation	2,014,563	2,035,205	1,696,010	1,563,468	
Principal Bond Payments	(1,981,720)	(1,945,299)	(1,945,299)	(1,945,299)	
Capitalized Assets	(429,599)	(195,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(396,756)	(105,094)	(249,289)	(381,831)	
Base for reserve calculation	5,712,944	5,827,967	5,353,571	5,627,487	
20% Cash Reserve amount	1,142,589	1,165,593	1,070,714	1,125,497	
Amount over 20% Cash Reserve	1,208,713	439,021	715,529	344,654	

Solid Waste Fund

as of October 31, 2022

	Preceding Year 2021 (Actual)	2022 Budget	2022 Jan - Oct Budget	2022 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,853,256	3,428,906	2,441,855	4,002,114	
REVENUE					
Refuse Collection Fees	2,964,876	2,850,000	2,375,000	2,474,902	(99,902)
Loss on Sale of Assets		0			0
Interest on Investments	2,276	1,500	1,250	17,433	(16,183)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	181,252	70,000	58,330	188,964	(130,634)
Box Container Fees	1,936,847	1,700,713	1,417,260	1,743,462	(326,202)
Landfill Fees	537,818	515,000	429,170	483,253	(54,083)
Transfers		0			0
Miscellaneous	18,999	4,768	4,688	23,243	(18,555)
TOTAL RECEIPTS	5,642,068	5,141,981	4,285,698	4,931,257	(645,559)
EXPENDITURES					
Personnel Services	1,856,088	1,951,426	1,581,426	1,585,487	(4,061)
Vacancy		(37,124)			0
Maintenance & Repair	283,052	268,500	223,740	258,460	(34,720)
Commodities	330,432	279,500	232,950	336,457	(103,507)
Other Charges	59,078	195,230	145,540	89,923	55,617
Capital Outlay	481,908	648,250	648,250	483,316	164,934
Transfer to Project				44,000	(44,000)
Utilities	41,521	49,850	41,530	35,603	5,927
Communications	37,874	41,500	34,580	34,144	436
Transfer to project		0			0
Travel & Training	1,607	8,750	7,300	4,469	2,831
Contractual Services	1,428,981	1,743,600	1,454,470	1,351,353	103,117
Administrative Fee 16%	870,040	810,514	675,430	827,103	(151,673)
Excess Carryover		0			
Change in Liabilities	102,630	0		49,644	(49,644)
Outstanding PO's	0				
TOTAL EXPENDITURES	5,493,210	5,959,996	5,045,216	5,099,958	(54,742)
NET CHANGE IN CASH	148,859	(818,015)	(759,518)	(168,702)	(590,816)
ENDING CASH BALANCE	4,002,114	2,610,891	1,682,337	3,833,413	
Principal Payments	0	0	0	0	
Depreciation	392,526	375,000	312,500	325,906	
Capitalized Assets	(467,157)	(618,250)	0	(6,433)	
Change in Liabilities		0			
ADJUSTMENTS	(74,630)	(243,250)	312,500	319,474	
Base for reserve calculation	5,011,302	5,311,746	4,396,966	4,616,642	
20% cash reserve amount	1,002,260	1,062,349	879,393	923,328	
Amount over 20% Cash Reserv	2,999,854	1,548,542	802,944	2,910,084	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of October 31, 2022
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						16,609,803	17,418,603	
COMMISSION/MANAGER/CLERK	4,282,246	989,315.58	3,292,930	23%	19.19%	3,188,175	3,343,420	2,354,105
FINANCE/HUMAN RESOURCES	441,186	272,080.18	169,106	62%	1.98%	328,467	344,462	72,382
INFORMATION SYSTEMS	333,501	267,626.87	65,874	80%	1.49%	248,295	260,385	(7,242)
POLICE PROTECTION	4,353,087	3,255,808.55	1,097,278	75%	19.51%	3,240,917	3,398,730	142,922
ANIMAL CONTROL	207,248	121,354.49	85,894	59%	0.93%	154,298	161,812	40,457
FIRE PROTECTION	2,923,943	2,138,489.25	785,454	73%	13.11%	2,176,905	2,282,907	144,418
AMBULANCE SERVICE	3,357,400	2,386,360.67	971,039	71%	15.05%	2,499,618	2,621,335	234,974
CODE SERVICES	465,806	431,640.07	34,166	93%	2.09%	346,797	363,684	(67,956)
COMMUNITY DEVELOPMENT	362,938	240,304.97	122,633	66%	1.63%	270,211	283,369	43,064
COURT SERVICES	605,905	427,768.57	178,136	71%	2.72%	451,102	473,068	45,300
ENGINEERING	491,638	341,170.42	150,468	69%	2.20%	366,029	383,853	42,682
STREET MAINTENANCE	0	0.00	0	#DIV/0!	0.00%	0	0	0
SNOW REMOVAL	58,000	34,291.50	23,709	59%	0.26%	43,182	45,284	10,993
GOLF COURSE MAINTENANCE	452,827	412,068.42	40,759	91%	2.03%	337,134	353,551	(58,518)
GOLF SHOP	320,713	306,520.22	14,193	96%	1.44%	238,774	250,401	(56,119)
PARK	1,016,913	753,132.02	263,781	74%	4.56%	757,102	793,968	40,836
AQUATIC CENTER	159,700	55,418.13	104,282	35%	0.72%	118,898	124,688	69,270
ZOO	594,866	532,743.36	62,123	90%	2.67%	442,884	464,450	(68,294)
CIVIC BUILDING OPERATIONS	852,311	570,512.47	281,799	67%	3.82%	634,554	665,453	94,941
LIBRARY MAINTENANCE	70,435	81,971.25	(11,536)	116%	0.32%	52,440	54,993	(26,978)
GROUNDS MAINTENANCE	101,381	43,520.12	57,861	43%	0.45%	0	79,155	35,634
CONCESSION STAND	78,201	52,564.93	25,636	67%	0.35%	58,221	61,056	8,492
SHOP MAINTENANCE	115,389	29,032.31	86,357	25%	0.52%	85,908	90,091	61,059
STREET LIGHTING	335,000	256,343.33	78,657	77%		0	0	
MISC APPROPRIATIONS	92,950	86,592.45	6,358	93%		0	0	
AIRPORT	634,977	686,946	(51,969)	108%	2.85%	472,747	495,767	(191,179)
PARKING FACILITY	29,100	7,547	21,553	26%	0.13%	21,665	22,720	15,174
TRANSERS	3,548,107	3,331,454	216,653	94%		0	0	
CONTINGENCY	-258,532		(258,532)	0%		0	0	0
GENERAL FUND	26,027,236	18,112,576	7,914,660	70%	100.00%	16,534,324	17,418,603	
	22,309,711							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of October 31, 2022
 EXPENSES FOR WATER FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,464,403	370,344	2,094,059	15%
ADMINISTRATION	3,461,067	2,818,367	642,700	81%
WATER MAINTENANCE	1,379,672	2,791,478	(1,411,806)	202%
WATER PLANT	3,434,942	3,907,557	(472,615)	114%
WATER STOCK	5,000	18,271	(13,271)	365%
	<u>10,745,084</u>	<u>9,906,017</u>	<u>839,067</u>	<u>8</u>
Capital Outlay				
Water Distribution	\$50,000	50,000	Replace 1 Ton truck w Auto Crane (split with Sewer)	
Water Distribution	\$15,000	15,000	1/2 Ton Pickup (2001) Split with Sewer	
Water Distribution	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Sewer)	
Water Plant	\$30,000	24,850	4 SCBA Units, Cylinders and face masks	
Water Plant	<u>\$400,000</u>		Clarifier Upgrade or Water Plant Evaluation	
	555,000	89,850		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of October 31, 2022
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

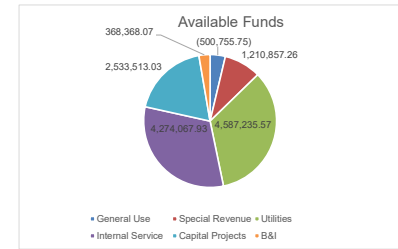
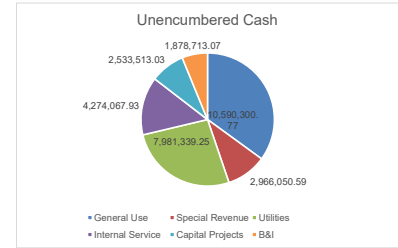
	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,830,993	590,574	2,240,419	21%
ADMINISTRATION	1,908,109	2,222,948	(314,839)	117%
SEWER MAINTENANCE	1,295,037	2,053,087	(758,050)	159%
SEWER PLANT	2,849,033	2,999,317	(150,284)	105%
	<u>8,883,172</u>	<u>7,865,927</u>	<u>1,017,245</u>	<u>4</u>
Capital Outlay				
Sewer Maintenance	\$50,000	50,000	Replace 1 Ton truck w Auto Crane (split with Water)	
Sewer Maintenance	\$80,000	32,612	Replace Lift Station #3	
Sewer Maintenance	\$60,000		Replace a 2002 JD 310S Backhoe (Split with Water)	
Sewer Maintenance	\$15,000	15,000	1/2 Ton Pickup (2001) Split with Water	
Waste Water Plant	\$25,000		Replace John Deere Gator (2013)	
Waste Water Plant	\$50,000		Replace metal siding/roof on storage building	
Waste Water Plant	\$20,000		John Deere 725 Mower (2004)	
	<u>300,000</u>	<u>97,612</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of October 31, 2022
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2022 AMENDED BUDGET	2022 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,013,208	1,052,952	1,960,256	35%
COLLECTIONS	2,375,745	2,389,407	(13,662)	101%
TRANSFER STATION	1,611,435	1,498,553	112,882	93%
RECYCLING CENTER	716,358	451,289	265,069	63%
	<u>7,716,746</u>	<u>5,392,201</u>	<u>2,324,545</u>	<u>3</u>
Capital Outlay				
Collections	\$200,000	228,107	Roll-Off Truck replacement (2011)	
Collections	\$165,000		Grapple Truck with Dump Bed	
Recycling Center	\$24,250		Skid Mounted Litter Vacuum	
Recycling Center	\$44,000	44,000	1 ton pickup, dual wheels, regular cab (2012)	
Transfer Station	\$65,000		Design & Preliminary Work for Revisions to tipping box	
Transfer Station	\$150,000		Tandem Axle Dump truck (1992)	
	<u>\$648,250</u>	<u>272,107</u>		

City of Emporia
Unencumbered Cash Report
as of **October 31, 2022**

	Amount	YTD Budget	Difference	Unencumbered Cash	
101 General Fund	7,520,914.28	5,215,405.37	2,305,508.91	General Use	10,590,300.77 35.04%
102 Multi Year Fund	3,069,386.49	5,875,651.15	(2,806,264.66)	Special Revenue	2,966,050.59 9.81%
201 Library Fund	15,632.64	-	15,632.64	Utilities	7,981,339.25 26.41%
203 Convention & Tourism Fund	641,489.42	603,312.00	38,177.42	Internal Service	4,274,067.93 14.14%
204 Industrial Fund	21,200.01	20,929.00	271.01	Capital Projects	2,533,513.03 8.38%
205 Industrial Dev Sales Tax Fund	1,254,429.05	386,645.33	867,783.72	B&I	1,878,713.07 6.22%
206 Special Alcohol Fund	97,603.70	72,926.00	24,677.70		30,223,984.64
207 Special Park & Recreation Fund	57,817.74	99,764.00	(41,946.26)		
208 Special Street Fund	450,818.29	499,270.00	(48,451.71)	Budget	
209 Drug Money Forfeitures Fund	83,653.62	72,347.00	11,306.62	General Use	(500,755.75)
210 Storm Water Fund	258,664.35	-	258,664.35	Special Revenue	1,210,857.26
214 911 Land/Wire Fees	4,247.18		4,247.18	Utilities	4,587,235.57
216 RDA Housing Study	1,693.77		1,693.77	Internal Service	4,274,067.93
218 Emergency Shelter Grant Fund	6,633.00		6,633.00	Capital Projects	2,533,513.03
224 Fire Public Education	3,079.72		3,079.72	B&I	368,368.07
225 Police Grants Fund	6,245.48		6,245.48		
227 Dare/Crime Prevention Fund	1,685.85		1,685.85		
240 Lake Kahola Fund	21.13		21.13		
251 Emporia Homeowner Repair	(37,991.45)		(37,991.45)		
252 2014 Housing Rehab	20,548.13		20,548.13		
253 SHIP 2017 Housing Grant	27.11		27.11		
254 2020 CDBG Rehab Grant	6,760.15		6,760.15		
260 Land Bank	67,734.28		67,734.28		
301 Bond and Interest Fund	1,878,713.07	1,510,345.00	368,368.07		
305 Equipment Reserve Fund	334,502.18	-	334,502.18		
401 Coronavirus Recovery Grant	3,439,391.62		3,439,391.62		
406 Internal Improvement Fund	5,267,014.98		5,267,014.98		
409 Water Treatment Plant Improvement	(411,318.96)		(411,318.96)		
413 Water Main Improvements	(1,521,316.88)		(1,521,316.88)		
415 Civic Auditorium Project Fund	116,528.43		116,528.43		
423 Airport Improvements Fund	(128,561.49)		(128,561.49)		
428 Park Improvements Fund	649,398.12		649,398.12		
441 Paving Projects Fund	(858,616.32)		(858,616.32)		
442 Construction Projects Fund	(261,660.16)		(261,660.16)		
444 Waste water Improvement	(3,757,346.31)		(3,757,346.31)		
501 Water Utility Fund	2,677,774.99	441,715.00	1,332,497.13		
502 Sewer Fund	1,470,151.51	1,786,243.00	344,654.07		
503 Solid Waste Fund	3,833,412.75	1,682,337.00	2,910,084.37		
601 Worker's Comp Fund	2,069,866.68		2,069,866.68		
602 Health Care Fund	2,204,201.25		2,204,201.25		
708 Fire Insurance Proceeds	4,057.42		4,057.42		
	30,558,486.82				



MUPP Board Meeting Minutes
November 8, 2022

Meeting was called to order at 12:10.

The MUPP account has \$29,640.04. The board is still needing to buy benches for the fairgrounds, however we are waiting on the county to purchase them before we can reimburse the county.

The board reviewed members' terms. Jen Munday and Lori Siebenaler will renew their terms as their terms are expiring. There is no word on what Sam Seeley is planning on doing yet. There are 2 open positions that are county openings and board members were encouraged to recruit someone to fill those positions.

The list of trails/jogging paths was stricken off the agenda until we can get input from LeLan Dains.

Jared Tremblay submitted the multimodal transportation final report to traffic safety. USD 253 has agreed to help fund flashing beacon crosswalks at several locations.

KDOT T.A. grant was awarded to Emporia for 2 sidewalk projects (12th & Burlingame and 24th Ave. from Prairie to Lincoln.). The next steps are paperwork and surveying, with designs submitted after the first of the year. Construction should begin next fall.

Lyon County Fairgrounds trail update: Daphne talked to Dan Williams about distance markers on the trail. Dan indicated he is OK with whatever the board wants to do, which is to paint markers every quarter mile. Shane will talk to Dan about the next steps. The funds for the paint will come from the MUPP board.

The Bike Share bikes are still out. They are usually brought in at the time change, which was only 2 days earlier. There was no update about stats. There was conversation about the need to make sure the bikes are properly maintained if they are going to be on the street. As the Police Department is understaffed, the bikes aren't currently being maintained and there might be a need to find a different partner. The Board is waiting until we get stats on bike usage before any decisions are made.

Andrew is going to organize cleaning up the ESU trails and the Cottonwood River Trail. There is not a lot of work to be done, it will take 10–15 people approx. 3 hours. As we are a member of the Kansas Trails Council, we can use their Trail in a Box to maintain the trails.

During open discussion, the board talked about future projects to focus on. One topic was benches and shelters at LCAT bus stops. Two locations were discussed, 12th Ave near Dollar General and at CareArc. There would need to be discussions with business owners, city and the county before the project can move too far.

The next meeting will be Tuesday, January 10th.

The meeting was adjourned at 12:42.

COMMUNITY HOUSING BOARD MINUTES

P.O. Box 928, Emporia, KS 66801

620-343-4285

REGULAR MEETING 11:00 A.M. Conference Room 1 A/B October 12th, 2022

MEMBERS PRESENT: Lowery, Cunningham, Ogleby, Morris, and Dean

MEMBERS ABSENT: Hinkle and Salazar

Also present were City staff: Jeff Lynch and Moriah Keen

- 1) The agenda was approved unanimously.
- 2) Reviewed minutes from the September 1st, 2022 meeting, approved unanimously.
- 3) Update on MIH Grant Proposal- Lynch said that the City decided to change directions and do a different project. The new project will be a total of 24 unit duplexes for three properties in central Emporia, near the university. Cory Haag will be the developer. The plan is to demolish one house and build small duplexes on the properties. Lynch said that he was not involved in the project. The city submitted the proposal on September 30th asking for \$650,000 for this grant. The City Manager informed Lynch about the American Rescue Plan (ARP). Lynch will submit a proposal and present it to the City Council on November 2nd.
- 4) Review Rental/Vacant Property Registration Proposal- Lynch said that he would present the proposal for the rental/vacant property registration to the City Council on November 2nd. Lynch would like the Housing Board to attend City Council on November 2nd. Chair Lowery said that he is planning to be there. Cunningham will not be able to attend the meeting but will write a letter of support. Lynch would like the letter of support 10 days prior to the November 2nd meeting.
- 5) Old Business- Chair Lowery stated that 813 Mechanic sold to a different party. The buyers are planning to rehab the property instead of demolishing the house.
- 6) New Business- There was no new business.
- 7) Adjournment: Motion to adjourn by Ogleby, seconded by Dean, passed unanimously.

Next Meeting Scheduled: November 3rd, 2022

Emporia Human Relations Commission Meeting Minutes

DATE: October 17, 2022

TIME: 5:30 p.m.

PLACE: City Conference Room 1 A/B, 516 Mechanic St. (west of gymnasium)

COMMISSIONERS PRESENT: Akins, Hunter, H. Clark, E. Johnson, Larson, Van Gundy

COMMISSIONERS ABSENT: Miller, A. Clark, Taylor-Williams, M. Johnson

CITY STAFF PRESENT: Jeff Lynch, Moriah Keen

Meeting was called to order by Vice Chair Akins.

1. A motion to approve the agenda for the meeting was made, seconded and passed unanimously.
2. A motion to approve the minutes from the meeting held on September 19, 2022 was made, seconded and passed unanimously.
3. Commissioner Comments/Questions/Complaints/Updates
 - a. Accessibility/Discrimination Issues- Hunter asked Lynch if he has received any complaints. Lynch stated that there was a job discrimination inquiry last month. Lynch transferred them to the State Agency. Hunter was wondering about HRC's roles in a job discrimination inquiry. Lynch said in the past, HRC would do an investigative hearing. A few of the members would be a subgroup and interview both parties. Currently the City does not want to pursue investigative hearings, and refer these inquiries to the Kansas Human Rights Association. E. Johnson asked if there are reasons why the City does not want to have investigative hearings. Lynch stated the reason is the lack of staffing. The City needs a full time employee with training or experience. Akins said it would be nice to have someone that is bilingual and has technology experience. Members Larson, E. Johnson, Van Gundy are confused about what power the HRC has in the City. Lynch will ask the City Commission or Management about providing us with guidance on HRC roles. The HRC would like to schedule a study session with the City Commission on November 16th. Lynch requested the board to individually email him the questions they want to ask the City Commission by Friday, October 21st. Lynch will make a request to the City Commission for HRC to be added to the November 16th meeting. Hunter asked if the city has archival minutes from the original meetings to see what scope they were doing. Lynch said if we do, the minutes will be in the City Clerk's office.
4. Projects
 - a. Handicap Accessibility Map- Lynch said Keen called Chamber of Commerce and advised her to contact Lelan when he gets back from vacation.
 - b. Housing Seminar- Lynch said he wants to focus on a housing seminar in March or April. He believes that it might be a better timing to have a housing seminar shortly before the house-hunting season. The Housing Seminar could be in Conference Room 1A/B and will

include a zoom option. Hunter added that Christine might be interested in making a YouTube video and post the video on social media.

- c. Strategic Plan for Integrating Diverse Population Groups- Lynch asked HRC if they would like to contribute with implementing a strategic plan. Hunter believes it would take a committee 3 times the size of our board to even start implementing a strategic plan. Larson said that he interpreted that Lelan would lead the strategic plan, he was inviting HRC to be a part of the steering committee. Johnson mentioned the next step should be to have Lelan participate in another meeting to get questions answered. Larson mentioned that it would be beneficial if we get someone in City Management to be on the committee or steering committee. Lynch will ask Lelan to attend one of our meetings.
5. Review and Consider approval for a Letter of Support for the Recreational Trails Grants (RTP)- Lynch said Keen made a draft for a letter of support for the Recreational Trails Grants to update the trail in the back of PAROC. **E. Johnson made a motion to approve the letter. Larson seconded. Approved 6-0.**
6. Old Business- There was no old business mentioned.
7. A motion to adjourn was made, seconded and passed unanimously.

Next meeting will be held on Monday, November 21st, 2022 at 5:30 p.m.

COMMISSION MEETING

10:30 A.M.

NOVEMBER 16, 2022

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, November 16, 2022, with Mayor Smith presiding and Commissioners Brinkman, Giefer, and Sauder present. Also present were City Manager Cocking, City Clerk Sull and City Attorney Montgomery. Commissioner Harter arrived at 10:33 a.m.

**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. Hate speech, profanity, and defamation are not allowed. Please stated your name and address prior to making comments.

Ann Bowman, 909 Pheasant Ridge, addressed the Governing Body with concerns about the need of an Animal Control Officer and asked if the public could be notified when high speed traffic was within the City.

**INDUSTRIAL REVENUE BONDS
(Fairview Hotels, LLC)
(Fairfield Inn and Conference Center)
(Public Hearing)**

Jim Witt, Special Projects Manager, was recognized and addressed the Governing Body. He stated this is the first step in the issuance of Industrial Revenue Bonds for the construction of a Fairfield Inn and Conference Center at 3010 Eaglecrest Drive. A public hearing is a requirement of Kansas Statutes 12-1740, et seq. He stated the City has authority to issue IRB's limited by Kansas Statutes. Besides traditional industrial projects, eligible uses include multifamily development and hotels and motels with or without conference centers. The IRB's were part of a package of incentives derived to accommodate the construction of a hotel/conference center. He stated the developer is responsible for all legal and administrative fees associated with the issuance of the IRB's. A notice of the public hearing was published and letters to other taxing entities were mailed for information regarding the public hearing and issuance of Industrial Revenue Bonds proposed by the City of Emporia. He stated Gilmore and Bell bond attorneys will be representing the City in this process.

Mayor Smith then declared the public hearing opened.

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

**INDUSTRIAL REVENUE BONDS
(Fairview Hotels, LLC)
(Fairfield Inn and Conference Center)
(Resolution Number 3683)**

Jim Witt, Special Projects Manager, and Dominic Eck, representing Gilmore & Bell, were in attendance and addressed the Governing Body. He stated the adoption of the proposed resolution is the next step in the issuance of industrial revenue bonds in the amount of \$13,000,000 for the construction of a Fairfield Inn and Conference Center on the site of the old Montana Mike's on 3010 Eaglecrest Drive. The bond-financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy. He stated the City is not liable for the principal or interest on the bonds under Kansas Statutes. He stated staff recommends approval of Resolution Number 3683 regarding the intent to issue Industrial Revenue Bonds for Fairview Hotels, LLC.

Commissioner Brinkman made a motion to approve Resolution Number 3683 regarding the Intent to Issue Industrial Revenue Bonds (IRB's) for Fairview Hotels, LLC. Commissioner Harter seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Smith, aye.

**CITY COMMISSION
(Prohibiting Camping on Public Property)
(Ordinance No. 22-49)**

AN ORDINANCE AMENDING CHAPTER 17 OF THE CODE OF THE CITY OF EMPORIA, KANSAS, BY CREATING ARTICLE VI UNLAWFUL CAMPING INCLUDING SECTIONS 17-69 THROUGH 17-72 PERTAINING TO THE PROHIBITION OF CAMPING ON PUBLIC PROPERTY WITHOUT A PERMIT, to which the City Clerk assigned

Ordinance Number 22-49, was presented to the Governing Body for their consideration.

City Attorney Montgomery was recognized and addressed the Governing Body. She stated staff has requested regulation of camping on public property. The unauthorized use of public areas for camping purposes can constitute a public health and safety hazard which adversely impacts commercial areas and neighborhoods. She stated the proposed ordinance will create a new City Code section prohibiting camping on public property without a permit. It would include streets, sidewalks, alleys, parks, parking lots, easements, or any other property owned or managed by a governmental agency. The proposed ordinance would also delegate authority to the City Manager to establish a program for the issuance of temporary permits to allow camping on public property. She then reviewed the proposed ordinance as follows:

"Unlawful Camping. It is unlawful and a public nuisance for any person or persons to camp in or upon any public property or public right-of-way, unless such person or persons have been granted a temporary permit allowing such activity as set forth in Section 17-71."

"Definitions"

- (a) "To camp" means to set up, or to remain in or at a campsite for the purpose of remaining overnight, or of establishing or maintaining a temporary place to live.
- (b) "Campsite" means any place where any camp paraphernalia is placed, established, set up, used, or maintained, or personal property is kept or stored.
- ©) "Camp Paraphernalia" includes but is not limited to tents, tarpaulins, cots, beds, sleeping bags, hammocks, cooking equipment, stoves, lanterns, tents, huts, lean-tos, shacks, trailer campers, vehicles, or any part thereof, or any other sleeping matter, or any other shelter or structure.
- (d) "Public property" means any publicly owned property, including but not limited to streets, sidewalks, alleys, parks, parking lots, easements improved or unimproved land,

or any property owned or managed by the City or other governmental agency.

- (e) "Public right-of-way" means the entire width of the area from the property line to property line, including all area intended, designed, or used for vehicles or pedestrian traffic and the area between the roadway and the abutting private property line.

She stated temporary camping permits shall be established by the City Manager or the Manager's designee to review and approve a temporary camping, storage permits or campsite that will no way jeopardize public health, safety or welfare. Any person who is convicted of a violation of any provision shall be deemed guilty of a class C misdemeanor.

Commissioner Brinkman stated she had concerns about the language in the proposed ordinance directed to the unhoused members of the community, which, in her option, will not offer the help that is needed.

Ed Owens, Police Chief, was recognized and addressed the Governing Body. He reviewed the some of issues with the unhoused population that the Emporia Police Department deal with. He stated he felt the proposed ordinance gives the department a way to address an issue with the unhoused community on public property.

It was the consensus of the Commission for to have further discussion after six (6) months of the passage of this ordinance.

Following further discussion, Commissioner Giefer made a motion to approve Ordinance Number 22-49, an ordinance pertaining to the prohibition of camping on public property with a provision of this ordinance remaining in effect until 11:59 p.m. on May 7, 2023. Commissioner Sauder seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Harter, aye; Mayor Smith, aye; and Commissioner Brinkman, nay.

**CITY COMMISSION
(Assignment and Assumption Agreement)
(Emporia Friends of the Zoo and Mitchell-Markowitz Construction)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated Emporia Friends of the Zoo (EFOZ) entered into a construction contract with Mitchell-Markowitz Construction for renovation of and addition to the Zoo Education Center located at 75 Soden Road on May 16, 2022. At that time, EFOZ owned the Zoo Education Center. In August of 2022, EFOZ transferred ownership of the Zoo Education Center to the City of Emporia. She stated the proposed Assignment and Assumption Agreement assigns EFOZ's rights and responsibilities under the Construction Contract to the City of Emporia. The Agreement requires EFOZ to donate funds to the City of Emporia sufficient to fully fund all project costs for the Zoo Education Center renovation and addition, including any costs incurred under supplemental agreements or work change orders. She stated EFOZ and Mitchell-Markowitz Construction agree with the terms of the Assignment and Assumption Agreement. She stated staff is recommending approval of the Assignment and Assumption Agreement with EFOZ and Mitchell-Markowitz Construction.

Commissioner Harter stated he would abstain from the vote.

Commissioner Sauder made a motion to approve Assignment and Assumption Agreement with EFOZ and Mitchell-Markowitz Construction. Commissioner Giefer seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Brinkman, aye; and Mayor Smith, aye. Commissioner Harter abstained.

**CITY MANAGER'S REPORTS
(Financials & Building Permits)**

This is the time for the City Manager to make comments and reports to the public. **The following is general information for the month of October 2022 for the community:**

1. Monthly Local Retail Sales Tax Receipts Update

	2021	2022	Increase of \$2,204.28 for the month, and
	\$420,454.53	\$422,658.81	Overall increase of 11.82% from year 2021
YTD	\$4,483,679.47	\$5,013,564.19	

2. City Share from County Tax

	2021	2022	Increase of \$5,980.18 for the month, and
	\$216,738.30	\$ 222,718.48	Overall increase of 12.29% from year 2021
YTD	\$2,280,456.62	\$2,560,620.40	

3. **Building Permits issued from 10/1/2022 to 10/31/2022 for new construction, remodeling, repairs and demolition.**

Total number of building permits issued through Code Services:	101
Total of valuations associated with those building permits:	\$2,881,157.00
Total number of dollars collected for Building Permit Fees:	\$ 17,374.76
Construct - single family dwellings	0
Demo - single family dwellings	0
Flint Hills Mall CID for October 2022	\$ 12,216.67
Year to Date Total	\$ 188,352.70

Consent Agenda

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

- Approve the minutes of the Regular Meeting held on November 2, 2022.
- Ratification and approval of Payroll Ordinance for the period ending November 4, 2022.
- Approve Change Order No. 1 for Raw Water Intake Site Improvements.
- Approve the Kansas Housing Resources Corporation Emergency Solutions Grant on behalf of S.O.S.
- Approve KDOT CCLIP 6th Avenue and Prairie Street Intersection Improvements Supplemental Agreement No. 1, KDOT Project 50-56 KA-5412-01, Project No. PV1909.

f. Set Bid Date and Time of December 20, 2022 at 2:00 p.m. for Highland Street Improvements.

The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Giefer, aye; Commissioner Harter, 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 for the tentative Agendas of the December 7, 2022 meetings.

- Approve RFQ for Elevated Tank Maintenance.

Study Session:

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

Becky Smith, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Title: 2022-Year End Charge Offs

Proposed Agenda Date: December 21, 2022

Presented By: Janet Harrouff, Director of Administrative Services

BACKGROUND:

Annually, the City adjusts the uncleared checks, utility accounts, accounts receivable accounts and ambulance accounts that have been delinquent for 2 years from the accounting records.

DISCUSSION:

All of the account balances are still owed, and active collection efforts continue to be made to collect the debts. The check amounts are sent to the Kansas unclaimed property if not cashed within 5 years.

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve 2022-year end charge offs.

ATTACHMENTS:

Year End Charge Offs.

2022 Year End Charge offs

Each year the City of Emporia charges off open delinquent accounts that staff has been unable to collect through their aggressive collection efforts.

Accounting:

Year	Accounts Receivable	Claim Warrant Checks	Petty Cash Checks	Payroll Checks
2008	\$13,099.94 (16 items)	\$570.00 (12 items)	\$160.28 (6 items)	\$0.00
2009	\$ 4,890.47 (7 items)	\$608.96 (6 items)	\$ 26.78 (2 items)	\$0.00
2010	\$ 830.63 (5 items)	\$518.00 (5 items)	\$124.26 (2 items)	\$0.00
2011	\$13,141.29 (7 items)	\$1,350.91 (8 items)	\$ 82.01 (5 items)	\$4.90 (1 item)
2012	\$ 3,620.32 (6 items)	\$362.35 (13 items)	\$0.00	\$0.00
2013	\$ 2,252.29 (7 items)	\$1,118.04 (16 items)	\$124.33 (3 items)	\$2.82 (1 item)
2014	\$13,888.25 (18 items)	\$1,390.74 (21 items)	\$0.00	\$30.41 (2 items)
2015	\$ 4,042.09 (12 items)	\$565.98 (11 items)	\$0.00	\$.07 (1 item)
2016	\$1,938.60 (9 items)	\$2,766.78 (15 items)	\$0.00	\$5.65 (1 item)
2017	\$5,866.51 (11 items)	\$467.82 (11 items)	\$0.00	\$81.22 (1 item)
2018	\$11,545.92 (8 items)	\$2,408.38 (7 items)	\$0.00	\$753.88 (2 items)
2019	\$6,661.93 (15 items)	\$371.05 (6 items)	\$0.00	\$0.00
2020	\$12,337.16 (15 items)	\$3,154.67 (19 items)	\$0.00	\$0.00

Utility Charge-off's (2020)

	Water	Sewer	Refuse	Total
Billed	\$6,266,137	\$5,299,292	\$2,778,214	\$14,343,643
Charge off	\$16,145.83	\$15,798.75	\$7,710.50	\$39,655.08
Percent	0.2577%	0.2981%	0.2775%	0.2764%

Ambulance Services:

Year	Billed	Charge-off	Percent
2008	\$1,532,950.00	\$111,959.97	7.30%
2009	\$1,618,159.40	\$ 96,511.73	5.96%
2010	\$1,731,446.76	\$140,292.20	8.10%
2011	\$1,628,854.83	\$140,549.84	8.62%
2012	\$1,659,825.66	\$141,620.75	8.53%
2013	\$1,656,583.83	\$140,383.37	8.47%
2014	\$1,677,207.82	\$176,532.87	10.52%
2015	\$1,845,394.61	\$273,455.99	14.81%
2016	\$1,897,585.89	\$266,658.35	14.05%

2017	\$2,112,650.62	\$198,507.65	9.40%
2018	\$2,285,029.28	\$297,982.61	13.04%
2019	\$2,454,919.27	\$309,404.90	12.36%
2020	\$2,407,312.66	\$274,774.48	11.41%

Returned Uncollected Checks:

2008	0.4797%
2009	3.7014%
2010	2.0496%
2011	0.0170%
2012	0.451%
2013	0.0389%
2014	0.1537%
2015	0.0598%
2016	0.2356%
2017	0.0025%
2018	0.2890%
2019	5.2769%
2020	0.15752%

Balance due on each returned check (uncollected) \$377.81

Total Returned for Water Payment	\$4,429.25
Total Returned for Other Departments	<u>\$ 372.00</u>
Total Returned Checks	\$4,801.25



Commission Action Report

Title: KDOT CCLIP Surface Preservation Project Change Order No. 1 (final),
Project No. PV2201

Proposed Agenda Date: December 7th, 2022

Presented By: Jim Ubert, City Engineer

BACKGROUND:

The City entered into Agreement 77-21 with KDOT Bureau of Local Projects on May 4th, 2022 for this project. That agreement states that KDOT will fund 90% of Total Actual Costs of Construction and Construction Engineering (CE) not to exceed \$300,000. The city will be responsible for 10% of Total Actual Costs of Construction and Construction Engineering (CE) until the Secretary's funding limit is reached, 100% of Total Actual Costs of Construction and Construction Engineering (CE) after the Secretary's funding limit is reached, 100% of the Cost of Preliminary Engineering, Right of Way, and Utility Adjustments, and 100% of Non-Participating Costs.

DISCUSSION:

The recommendation is to approve Change Order No. 2 (final) associated with the CCLIP FY2023 Surface Preservation Project in the amount of **-\$17,333.05**. The contract will decrease from \$717,953.00 to \$700,619.95.

FINANCIAL CONSIDERATIONS:

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recommended action is to approve Change Order No. 1 (final) for the CCLIP FY2023 Surface Preservation Projects in the amount of **-\$17,333.05**.

ATTACHMENTS:

The KDOT CCLIP FY 2023 Surface Preservation Change Order No. 1 (final) and descriptions.

CHANGE ORDER NO. 1 (FINAL)
ON CONTRACT WITH KILLOUGH CONSTRUCTION, LLC FOR THE CONSTRUCTION OF
CCLIP RESURFACING PROJECT, US-50 HIGHWAY (PRAIRIE ST. TO NEOSHO ST.)
PROJECT NO. PV2201, KDOT PROJECT NO. 56 U-2390-01 (FISCAL YEAR 2023)

11/28/2022

This change in plans, made in accordance with the provisions of paragraph 9, GC-4 Changes to the Contract under the above Contract, provides for a change in the contract total due to estimated quantities being different than the actual quantities used in the construction of the CCLIP RESURFACING US-50 HIGHWAY (Prairie St. to Neosho St.) Project No. PV2201, KDOT Project No.56 U-2390-01 (Fiscal Year 2023)

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
CCLIP RESURFACING QUANTITIES ADDED:				
11	S.Y.	Concrete Pavement (9" Reinforced) (AE) (Remove and Replace) @ Three Hundred Thirty Three Dollars and zero cents (Unit Price in Words)	\$333.00	\$3,663.00
542	S.Y.	Milling and Grinding (1.5" Avg. Depth) @ Three Dollars and zero cents (Unit Price in Words)	\$3.00	\$1,626.00
100	L.F.	Pavement Marking (Thermoplastic) (White) (6") @ One Dollar and Eighty cents (Unit Price in Words)	\$1.80	\$180.00
1371	L.F.	Pavement Marking (Thermoplastic) (Yellow) (4") @ Zero Dollars and Ninety Five cents (Unit Price in Words)	\$0.95	\$1,302.45
1	L.S.	Place 2" Asphalt Approx: 62 SY (Funston St Intersection) @ Four Thousand One Hundred Forty Six Dollars and zero cents (Unit Price in Words)	\$4,146.00	\$4,146.00
2	Ea.	Utility Adjustment (Concrete) (Manhole) (AT&T) @ Three Thousand Three Hundred Seven Dollars and zero cents (Unit Price in Words)	\$3,307.00	\$6,614.00
112	S.F.	Utility Adjustment (Concrete) (Manhole) Oversize @ Firty Six Dollars and Twenty Five cents (Unit Price in Words)	\$56.25	\$6,300.00
3	S.F.	Utility Adjustment (Concrete) (Valve Box) Oversize @ One Hundred Dollars and Zero cents (Unit Price in Words)	\$100.00	\$300.00
QUANTITIES OF CHANGE ORDER NO. 1 (FINAL) ADDED TO PROJECT:				<u>\$24,131.45</u>

<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM & UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
CCLIP RESURFACING QUANTITIES DELETED:				
151.9	TONS	HMA (Commercial Grade) (Class A) (1.5" Avg Depth) @ One Hundred Five Dollars and zero cents (Unit Price in Words)	\$105.00	\$15,949.50
5	Ea.	Utility Adjustment (Manhloe Riser) @ Four Hundred Dollars and zero cents (Unit Price in Words)	\$400.00	\$2,000.00
4.0	Ea.	Utility Adjustment (Valve Box Riser) (Valve Box) (Water) @ Two Hundred Fifty Dollars and zero cents (Unit Price in Words)	\$250.00	\$1,000.00
12	Ea.	Utility Adjustment (Concrete) (Manhole) @ One Thousand One Hundred Dollars and zero cents (Unit Price in Words)	\$1,100.00	\$13,200.00
8.0	Ea.	Utility Adjustment (Concrete) (Valve Box) (Water) @ Eight Hundred Fifty Dollars and zero cents (Unit Price in Words)	\$850.00	\$6,800.00
1	EA	Traffic Signal (Loop Replacement) (Set Price) @ Two Thousand Five Hundred Dollars and zero cents (Unit Price in Words)	\$2,500.00	\$2,500.00
1	L.F.	Pavement Marking (Intersection Grade) (White) (24") @ Fifteen Dollars and zero cents (Unit Price in Words)	\$15.00	\$15.00

QUANTITIES OF CHANGE ORDER NO. 1 (FINAL) DELETED FROM PROJECT:

\$41,464.50

TOTAL CHANGE ORDER NO. 1 (FINAL) DELETED TO PROJECT:

\$17,333.05

CONTRACTOR: KILLOUGH CONSTRUCTION, LLC

BY: _____
OWNER or AUTHORIZED REPRESENTATIVE

APPROVED BY: **THE CITY OF EMPORIA, KS**

BY: _____
MAYOR

Date: _____

Attest: _____
CITY CLERK

CCLIP Resurfacing
US-50 Highway (from Prairie to Neosho St.)
PROJECT NO. PV2201
KDOT Project No. 56 U-2390-01 (Fiscal Year 2023)
EXPLANATION FOR CHANGE ORDER 1

During construction of the CCLIP Resurfacing Project US-50 Highway (Prairie St. to Neosho St.), Project No. PV2201, (KDOT Project No. 56 U-2390-01) (Fiscal Year 2023) changes and adjustment of quantities were made with additional changes deleted and added to the project. This change order results in a decrease of the contract in the amount of **\$17,333.05**.

Quantities Added to the contract:

1. Concrete Pavement (9" Reinforced) (AE) (Remove and Replace) –
This change was added to the project in order to make drainage improvements at the NE corner of 6th and Rural St. intersection. The quantity shown on the plans at STA 487+55.32 was smaller than field conditions permitted, which caused this additional SY of concrete to be added. The increase in the item Concrete Pavement (9" Reinforced) (AE) (Remove and Replace) was 11 S.Y., with a unit price of \$333.00 for a total amount added to contract of \$3,663.00.
2. Milling and Grinding (1.5" Avg. Depth) –
This change was required due to limits of the project extending outside the planned boundaries of 6th Ave and some of the side street connections. Some of the existing side streets like Lincoln, Wilson, and Sunnyslope were in poor condition making it difficult for a clean start / stop transition. This required additional milling and grinding. The additional Milling and Grinding (1.5" Avg. Depth) increased the original quantity by 542 S.Y. with a unit price of \$3.00 for a total amount added to the contract of \$1,626.00.
3. Pavement Marking (Thermoplastic) (White) (6") –
This change of Pavement Marking was added to the west end of the project so that markings could continue past the project limits, up to the traffic light at 6th and Prairie. The additional 100 L.F. of Pavement Marking was required at a unit price of \$1.80 for an increase to the contract of \$180.00
4. Pavement Marking (Thermoplastic) (Yellow) (4") –
This change of Pavement Marking was added to the west end of the project so the marking could continue past the project limits, up to the traffic light at 6th and Prairie. The additional 1371 L.F. of pavement marking was required at a unit price of \$0.95 for an increase to the contract of \$1,302.45.
5. Funston St. additional Mobilization –
This change was added to the project in order to have the contractor re-mobilize to site for paving on Funston Street. Due to the additional ongoing work on Funston St., and at no fault to the paving contractor, they were unable to pave during their scheduled time in Emporia. The contractor submitted a bid to the Engineering Department for a Lump Sum price of \$4,146.00, which was accepted and added to the project.

6. Utility Adjustment (Concrete) (Manhole) (AT&T) –

This change was added to the project due to existing field conditions and manhole size encountered during construction. These manholes required additional time, work, and manpower outside of the original planned bid item. The increase for this item of Utility Adjustment (Concrete) (Manhole) (AT&T) was for 2 Ea., with a unit price of \$3,307.00 Ea., for an increase to the contract of \$6,614.00.

7. Utility Adjustment (Concrete) (Manhole) Oversize-

This change was added to the project due to existing field conditions and overall size of the manholes adjusted once the paving process was over. This in part was largely for a smoother ride and to replace broken manhole rings and covers. Some of the manholes had to be cut larger than planned to achieve the best ride of the roadway. The increase for this item of Utility Adjustment (Concrete) (Manhole) Oversize is for 112 S.F., at a unit price of \$56.25, for an increase to the contract of \$6,300.00.

8. Utility Adjustment (Concrete) (Valve Box) Oversize-

This change was added to the project due to existing field conditions and overall size of the valve boxes adjusted once the paving process was over. Some of the valve box locations had to be cut larger than planned to achieve the best ride of the roadway. This increased of Utility Adjustment (Concrete) (Valve Box) Oversize is for 3 S.F., at a unit price of \$100.00, for an increase to the contract of \$300.00.

Quantities Deleted from the contract:

1. HMA (Commercial Grade) (Class A) (1.5" Avg. Depth) –

This change represents an underrun of 151.9 Tons of asphalt. This item decreased due to design calculations being more than field condition placement. This item has a unit price of \$105.00 per Ton. The total amount deducted from the original contract is **-\$15,949.50.**

2. Utility Adjustment (Manhole Riser) –

This change represents an underrun of materials used on the project of 5 Ea., due to the method of construction and field conditions encountered. This line-item has a unit price of \$400.00 Ea. for a deduction to the original contract of **-\$2,000.00.**

3. Utility Adjustment (Valve Box Riser) (Valve Box) (Water) –

This change represents an underrun of materials used on the project of 4 Ea., due to the method of construction and field conditions encountered. This line-item has a unit price of \$250.00 EA. for a deduction to the original contract of **-\$1,000.00.**

4. Utility Adjustment (Concrete) (Manhole) –

Due to the existing field conditions encountered, this change represents an underrun of planned quantity. This line-item has an unused quantity of 12 Ea. with a unit price of \$1,100.00 Ea. for a deduction to the original contract of **-\$13,200.00**

5. Utility Adjustment (Concrete) (Valve Box) (Water) –

This change represents an underrun of materials used on the project of 8 Ea., due to the existing field conditions encountered. This line-item has a unit price of \$850.00 Ea. for a deduction to the original contract of **-\$6,800.00.**

6. Pavement Marking (Intersection Grade) (White) (24") –

This change represents an unused planned quantity of this line item. The pavement marking (Intersection Grade) (White) (24") has a remaining quantity of 1, at the set price of \$15.00, for a deduction to the original contract of **-\$15.00.**

7. Traffic Signal (Loop Replacement) (Set Price) –

This change represents an unused planned quantity of this line item. Due to the existing field conditions and location of the Traffic Signal Loop at 6th and Rural, the contractor didn't need to have repairs made to this signal. This has a unit of 1 Ea., at the set price of \$2500.00, for a deduction to the original contract of **-\$2500.00.**



Commission Action Report

Title: Real Estate Purchase Agreement for 1542 South Highway 99

Proposed Agenda Date: December 7, 2022

Presented By: Christina Montgomery, City Attorney

BACKGROUND:

The City is a sub-recipient of a FEMA Pre-Disaster Mitigation Grant designated to help relocate Fanestil production out of the floodplain. As part of the grant, the City will acquire the property at 1542 South Highway 99. The building will be demolished and return to greenspace.

DISCUSSION:

An appraisal for the property was conducted in 2019. The purchase price was agreed to in a Memorandum of Understanding dated January 20, 2020. The purchase agreement reflects certain requirements of the grant and the MOU. Closing will take place on or before March 31, 2023.

FINANCIAL CONSIDERATIONS:

The purchase price will be paid through FEMA PDM grant funds and a local match by Smoots Enterprises II, LLC.

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Approve Real Estate Purchase Agreement for 1542 South Highway 99 and authorize Mayor to sign.

ATTACHMENTS:

Real Estate Purchase Agreement for 1542 South Highway 99

REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice)

1. EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY.

Seller:

Smoots Enterprises II, LLC

Purchaser:

City of Emporia, Kansas

Moon Title & Escrow, LLC (Escrow Company) hereby acknowledges receipt of Earnest Money in the amount of \$0.00 DOLLARS

Cash___ Check___ to be deposited the next legal banking day after acceptance of this offer on the property legally described as:

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.

COMMONLY KNOWN AS: 1542 South Highway 99 Emporia, Kansas 66801

2. PURCHASE PRICE. The total sales price is to be **\$2,173,000.00**

Seller shall defer \$543,250 of the purchase price. The remaining balance of **\$1,629.750** is to be paid by Purchaser at closing.

3. FINANCING. If this offer is contingent upon Purchaser obtaining a new loan, Purchaser agrees to immediately make application for and diligently endeavor to procure such loan without delay, and to sign the note and mortgage within five (5) days after they are ready.

4. TITLE: SELLER shall furnish PURCHASER marketable title, subject only to liens, encumbrances, exceptions or qualifications specified in this Agreement and those which shall be discharged by SELLER at or before closing. Within 15 days, SELLER shall furnish PURCHASER, or PURCHASER'S attorney, title insurance commitment with fee owner's title policy in the amount of the sale price.

5. INSPECTIONS. This offer is contingent upon the following inspections:

Inspections shall be completed within N/A days of acceptance of this offer.

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Seller or

Purchaser may in writing of the specific dissatisfaction and at which time parties may renegotiate or terminate this contract. If Purchaser fails to specifically approve or disapprove any inspections

within the time specified, then Purchaser shall be deemed to have approved and accepted the property in its present condition and any real estate licensee having anything to do with this transaction does not have any further obligation to Purchaser as to such inspections or agreements.

6. PRORATIONS.

Taxes are to be paid as follows: The **2022** real estate taxes and all prior years will be paid by the Seller and **2023** shall be the responsibility of Purchaser.

7. PROVISIONS:

All mineral, hunting, water, gas rights to transfer to the Purchaser at closing with no leases of any kind. All personal property to be included.

Purchaser is a sub-recipient of a FEMA Pre-Disaster Mitigation ("PDM") grant obtained for the purpose of assisting Seller in relocating their meat processing facility out of the floodplain. The parties entered into a Memorandum of Understanding on January 20, 2020 memorializing the agreement for the PDM Project, which is hereby incorporated by reference and attached as Exhibit A. The PDM grant will fund 75% of acquisition and demolition costs of the property including other various related expenses. The PDM grant requires a 25% local cost match which shall be fully funded by Seller.

Seller shall defer the local match purchase portion of the acquisition price in the amount of \$543,250. Purchaser shall pay \$1,629,750 at closing utilizing FEMA PDM grant funds. Funds in the amount of \$214,687 shall be held in escrow to fund the local match for all FEMA approved expenses including closing costs, demolition, landscaping, asbestos inspection and removal, and grant administration. At the time of closing, Seller will receive \$1,415,063. Any funds remaining in escrow after verification by Purchaser of completion of the PDM Project shall be released to Seller.

8. CLOSING/POSSESSION. Possession and closing shall be given to Purchaser on or before **March 31, 2023**, provided, however, delivery of possession is conditioned upon closing.

9. EARNEST MONEY/DEPOSITS: Escrow Company shall deposit and hold all earnest money and other deposits until sale is closed. If this offer is not accepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.

10. ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state **NONE**

11. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this 7th Day of December, 2022.

This contract form has been provided by Moon Title & Escrow, LLC. The parties have requested that Moon Title & Escrow, LLC fill in the blanks and type additional provisions as directed and agreed upon by the parties. Moon Title & Escrow, LLC does not warrant the form or provisions herein. It is recommended and Moon Title & Escrow, LLC has advised each of the parties to obtain separate legal counsel so that they will be informed of the law and advised as to the appropriateness of this contract and the terms contained herein for their individual situation. All parties to the agreement acknowledge that neither Moon Title & Escrow, LLC nor its officer or employees have given any legal advice to the parties. Each of the parties to this agreement release and hold Moon Title & Escrow, LLC harmless from any damage that may result from supplying the form and completing the form.

Smoots Enterprises II, LLC
Seller

City of Emporia, Kansas
Purchaser

MEMORANDUM OF UNDERSTANDING

This agreement between the City of Emporia, Kansas (hereinafter referred to as City) and Smoots Enterprises II, LLC d/b/a Fanestil Meats Company (hereinafter referred to as Fanestil) delineates the agreement of the parties regarding application for a FEMA Pre-Disaster Mitigation (PDM) Program Grant and responsibility for project expenses.

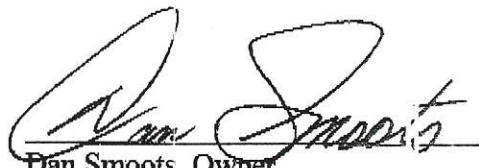
1. The Federal PDM Program is designed to assist states, territories, tribes, and communities in implementing a sustained pre-disaster natural hazard mitigation program and reduce risk to the overall population and structures from future hazard events while reducing reliance on federal funding in future disasters.
2. Fanestil has experienced multiple flood events at their meat processing facility located at 1542 South Highway 99. Fanestil desires to request and utilize PDM grant funds to relocate their meat processing facility out of the floodplain with a new facility to be constructed at 4700 West Highway 10.
3. Application for a PDM grant must be submitted by a unit of local government as a subapplicant. City is willing to apply for a PDM Grant as subapplicant on behalf of Fanestil under the conditions of this MOU.
4. The total PDM grant budget to be submitted in the application is \$2,424,060.00. If the grant application is approved, FEMA will fund up to 75% of actual project costs, not to exceed \$1,818,045.00. The parties understand there is no guarantee as to what amount, if any, may be awarded by FEMA.
5. A local cost share of at least 25% of the total project expense is required through the PDM Program. Fanestil agrees to fully fund and pay the local cost share amount, whatever that amount may be; including costs for real estate, environmental testing and remediation, construction, demolition, and any other expenses. City will not be responsible for any cost share amount whatsoever.
6. As part of the PDM Program, the City will acquire the property where the old facility is located at 1542 South Highway 99. Purchase price for the real estate only, not including closing costs is \$2,173,000.00 to be paid to Fanestil. FEMA may grant up to a maximum \$1,629,750.00 for real estate acquisition. The local cost share amount will be a minimum of \$543,250.00. Fanestil will either fund or fully reimburse City for the local match amount for property acquisition.
7. Prior to acquisition of the property by City, environmental testing and possible remediation will be required, including at a minimum a Level II Environmental Site Assessment and environmental surveys for asbestos, lead paint, and mold. Environmental remediation may be required depending on the results of such tests. Based on the grant budget proposal, FEMA may reimburse up to \$30,000.00 for environmental testing and remediation.
 - a. Fanestil will pay for all testing and remediation and will remain fully responsible for any cost not reimbursed by FEMA for all environmental testing and remediation.

- b. City will make timely requests for FEMA reimbursement for testing and remediation expenses, understanding that time is of the essence.
8. The grant budget proposal estimate a minimum cost of \$202,560.00 for demolition of the old facility and reseeded. FEMA may reimburse up to \$151,920.00 for these expenses. The local cost share is expected to be a minimum of \$50,640.00. Fanestil will pay and remain fully responsible for all costs associated with demolition and reseeded not reimbursed by FEMA.
9. Fanestil will pay local match for real estate closing costs estimated at \$8500.00.
10. Should the grant be approved, Fanestil will deposit funds into an escrow account, or provide other financial assurances acceptable to the City, sufficient to pay for local cost share and other required expenses, at this time estimated to not exceed \$757,937.00.
11. This MOU reflects the agreement of the parties for purposes of PDM grant application. If the grant is approved, a more detailed agreement will follow, prior to final grant acceptance. If the grant is denied, this MOU will become inapplicable.

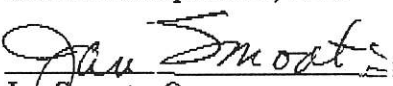
IN WITNESS WHEREOF the parties hereto have set their hands this 20 day of January, 2020.



Mark McAnarney, City Manager
City of Emporia



Dan Smoots, Owner
S&S Quality Meats, LLC
Smoots Enterprises II, LLC



Jan Smoots, Owner
S&S Quality Meats, LLC
Smoots Enterprises II, LLC

Commission Action Report

Title: Informational Items

Proposed Agenda Date: December 7, 2022

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 accomplishments of the organization.

DISCUSSION:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the Up Coming meetings.

Special Commission Meeting, 12/12/22 at 11:30 a.m.:

Public Hearing for CDBG Downtown Commercial Rehabilitation Application 517 Merchant.

Commission Meeting 12/21/22 at 11:00 a.m.:

- 2023 Maintenance Contract with Emporia Public Library.
- Approve Boundary Resolution.
- Public Hearing to Amend Budget.
- Approve Ordinance to Amend Budget.
- Approve New Water Meters.
- Approve Contract for installation of New Water Meters.
- Consider Approval of Minor Plat for Kwik Shop Addition

Study Session 12/21/22 following Commission Meeting:

- Discuss Legislative Policy.
- Discuss the mowing Procedure.
- Discuss Rates.
- Discuss Implement of Rental registration and revisions of the current vacant property ordinance.
- Discuss the Revision of the Human Relations Commission Ordinance.
- Request from Land Bank for Urban Side Park Property.



Commission Action Report

Title: Executive Session

Proposed Agenda Date: December 7, 2022

BACKGROUND:

The City Commission requests an Executive Session to discuss personnel matters of non-elected personnel. K.S.A. 75-4319(B)(1) is the authority for this recess into Executive Session.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

N/A

OTHER CONSIDERATIONS:

N/A

RECOMMENDED ACTION:

Recess into Executive Session to discuss personnel matters of non-elected personnel for 20 minutes, stating at which time the open meeting will resume.

ATTACHMENTS:

N/A



CBIZ Compensation Consulting

PROPOSAL TO SERVE:



COMPENSATION CONSULTING SERVICES

NOVEMBER 2022



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www.cbiz.com



CBIZ Compensation Consulting
721 Emerson Road, Suite 400
St. Louis, MO 63141
(314) 692-2249

November 14, 2022

Kerry Sull
City of Emporia
City Clerk
PO Box 928
104 E. 5th Avenue
Emporia, KS 66801

Dear Kerry:

In response to your request for proposal for a Compensation Study, CBIZ Benefits & Insurance Services, Inc. d/b/a CBIZ Compensation Consulting ("CBIZ" or "the Firm") is pleased to present the following proposal describing how we can provide assistance to the City of Emporia ("the City").

In serving the City, we will provide you with the highest quality of professional service. We will bring extensive resources, experience, fresh ideas and approaches, responsiveness to your interests, and sound judgment.

We are excited about this opportunity and look forward to working with you. Please let me know if you desire any additional information or explanation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan R. Blackwell".

Ryan Blackwell, CCP
Director
CBIZ Compensation Consulting





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FIRM PROFILE

CBIZ Benefits & Insurance Services, Inc., doing business as CBIZ Compensation Consulting, will assist the City on this engagement. CBIZ Benefits & Insurance Services, Inc. is a wholly-owned subsidiary of CBIZ, Inc.

CBIZ, Inc. (NYSE: CBZ) is a \$1.1 billion professional services company, founded in 1987, and headquartered in Cleveland, Ohio. It is incorporated as a C Corporation. CBIZ is the largest provider of multi-specialty professional service offerings to organizations of all sizes. We offer employee benefits consulting, executive search services, compensation consulting, valuation assistance, retirement plan services, payroll, property & casualty insurance, tax services, and many other services from over 100 offices and through more than 4,800 associates located throughout the United States.

The Human Resources consulting practice of CBIZ started in 1992, providing broad-based HR consulting, including compensation consulting services. In 1996, a focused Compensation Consulting practice was established under the leadership of Ed Rataj, who is the Managing Director of the practice.

Compensation Experts in the Public Sector

CBIZ provides national-caliber expertise combined with highly personalized service delivered at the local level. CBIZ Compensation Consulting, which is a national practice for the Firm, is based in St. Louis, Missouri. Key compensation experts are based at this location and provide services to clients from coast to coast.

CBIZ has developed a comprehensive approach to assist Public Sector clients in meeting their human resources needs. The Firm has experienced great success by distinguishing itself from both small and large consulting firms. That is, CBIZ offers the resources and methodologies of larger firms, while also providing the flexibility and dedicated attention of smaller consulting firms.

CBIZ values the importance of each client and respects all decisions and ideas as we work collectively to achieve a common objective that will benefit the client for years to come.

CBIZ is highly experienced in providing compensation consulting services to the Public Sector. We serve small municipalities to large state governments and all categories in between—including public utilities, public pension funds, and public-private partnerships.

Our Competitive Advantages

- We provide the same expertise and data as the other national firms; however, our focus is on the middle market. The Firm was founded on the premise that middle-market organizations are more complex and move faster in today's interconnected world.
- Edward R. Rataj, the Firm's Compensation Consulting Division Managing Director, is a Master Certified Compensation Professional (MCCP). His compensation expertise has been cited in media publications such as the *Wall Street Journal* and *Smart Money* magazine. Few competitors can offer such compensation experience and expertise.
- Our unique industry experience and relationships, coupled with our highly skilled technical experts, means we will do much more than walk you through a process. We can deliver optimal results and value in an efficient manner by working closely with the City.



Your Team.



NYSE: CBZ

100+ offices

4,800+ associates

90,000+ clients



68 Workplace Awards in 2020

Local. Trusted. Nationwide.

10th Largest Accounting Provider Nationally¹

A Top 20 Largest Broker of U.S. Business²

A Top 100 Retirement Plan Adviser³

FINANCIAL & ACCOUNTING

CLIENT

BENEFITS & INSURANCE

Financial & Accounting

- Accounting & Tax
- Government Health Care Consulting
- Financial Advisory
- Valuation
- Litigation Support
- Risk & Advisory Services
- Tenant Advisory Services

Benefits & Insurance

- Benefits Consulting
- Payroll Services
- Human Capital Management
- Property & Casualty
- Retirement & Investment Solutions
- Talent & Compensation Solutions



Commitment to Community
including
9 Million+ Lbs. of Food Donated
since 2009



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¹Inside Public Accounting (IPA) - August 2020 ²Business Insurance magazine - July/August 2020 ³Rankings/recognition by unaffiliated rating services/publications should not be construed as a guarantee of a certain level of results. CBIZ Retirement Plan Services (CBIZ Financial Solutions, Inc. or CBIZ Investment Advisory Services, LLC) is engaged, or continues to be engaged, to provide investment advisory services. The "PLANADVISER top 100 Retirement Plan Advisers" list is compiled from responses to the PLANADVISER Retirement Plan Adviser Survey. The list is drawn solely from a set of quantitative variables and information in the survey is supplied by the advisers themselves.

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  BIZTipsVideos



OUR CORE VALUES



We do the right thing.

We will do the right thing every time, even when under pressure to do otherwise.

We earn the trust of others by honoring our commitments and demonstrating good character.



Our people matter.

We value and recognize every day the hard work, effort and contributions of our team members.

We respect individuality and diversity and extend dignity to all.

We are committed to the personal and professional growth of our team members.

We understand the importance of balance between our personal, community and professional lives.

We support the communities in which our team members live and work.



We are dedicated to the success of our clients.

We anticipate our clients' needs and proactively identify solutions.

We keep our clients' best interest foremost in our minds.

We treat our clients as if they are part of our family.



We expect to win.

We are committed to growth, both financial and professional.

We are accountable for results.

We don't just do what is expected...we do more.

We celebrate the success of the team.



We are OneCBIZ.

We work and succeed as a team.

We understand that we are stronger together than we are separately.

We have confidence and pride in ourselves, our team members and our company.



EXPERIENCE AND REFERENCES

CBIZ frequently conducts classification and compensation studies for our local government clients. Projects similar to that requested by the City that have been recently performed by CBIZ are described below. Each contact person identified may be contacted to verify the quality of CBIZ's work and competence of the Firm's assigned staff. CBIZ would be happy to provide additional references upon request.

City of Shawnee, KS

11110 Johnson Drive
Shawnee, Kansas 66203
Contact: Liz Crawford Barnard, Human Resources Director
Phone: (913) 742-6241
Email: LBarnard@cityofshawnee.org

Services Provided: CBIZ conducted an organization-wide compensation study for this client. The study included evaluating competitive salaries, designing a new salary structure, an analysis of market competitive benefits levels, and a total compensation analysis. CBIZ completed the projects for this client in February 2019.

City of O'Fallon, IL

255 South Lincoln Avenue
O'Fallon, Illinois 62269
Contact: Grant Litteken, MPA
Phone: (315) 624-4500 ext. 8760
Email: glitteken@ofallon.org

Services Provided: CBIZ conducted an organization-wide compensation study for this client. The study included conducting a custom peer compensation survey, evaluating competitive salaries, designing a new salary structure, and revising compensation administration policies. CBIZ completed the projects for this client in November 2020.

City of Olathe, KS

100 E. Santa Fe
Olathe, Kansas 66051
Contact: Kim Marshall, Human Resources Director
Phone: (913) 971-8519
Email: krmarshall@olatheks.org

Services Provided: CBIZ has a multi-year partnership with the City to conduct an annual evaluation of compensation for council appointed positions. CBIZ conducts a custom survey to collect market-competitive total compensation data for the City Administrator as well as a broader search based on publicly-available data. Most recently, CBIZ completed the annual work in February 2022.

City of Overland Park, KS

City of Overland Park, KS
8500 Santa Fe Drive
Overland Park, KS 66212
Contact: Lindsay Bruch-Haworth, Human Resources Specialist
Phone: (913) 895-6126
Email: Lindsay.bruch-haworth@opkansas.org

Services Provided: CBIZ conducted an organization-wide compensation study that included a review of job placement within job evaluation system consisting of defined bands and levels. In addition, CBIZ evaluated market competitive pay based on a combination of client-provided survey data and the CBIZ compensation survey database and proposed changes to the salary structure. CBIZ presented the results to the City Administrator in January 2019.



KEY PERSONNEL

Our Firm's ability to provide quality, efficient and timely service is largely dependent upon the skills and experience of our people. We are proud to present a team of individuals who have a proven record of bringing the necessary blend of technical competence, industry experience, innovative ideas and suggestions, and value-added services to our clients. Our philosophy of utilizing highly experienced personnel allows us to perform extremely efficiently and enables us to provide unmatched quality.

Ryan Blackwell, Ed Rataj, Carrie Blackwell, Jennifer Fischer, Taylor Sprague, Adam Reckamp, and Tyler McClure will be responsible for the services provided. Professional summaries for each individual are provided on the next page. The service team will be assisted by other qualified human resources consulting professionals, as necessary.

Consulting Director

Ryan Blackwell

Ryan will manage and oversee all aspects of the project and serve as the primary client contact.

Managing Director

Ed Rataj, CCP, CECF, ACCP, MCCP

Ed will provide strategic oversight for the project as the head of the compensation consulting practice.

Project Managers

Carrie Blackwell and Jennifer Fischer

Carrie will lead the day-to-day project activities, providing guidance, timeline management, and quality control to consultants.

Jennifer will provide leadership for the Performance Management and Career Development portions of the project.

Consultants

Taylor Sprague, Adam Reckamp, and Tyler McClure

Taylor, Adam, and Tyler will provide day-to-day technical and client service, assisting with all facets of the compensation analyses.

PROFESSIONAL SUMMARIES



Ryan Blackwell, CCP
Director, Compensation Consulting

University of Missouri-Columbia, M.B.A.
University of Missouri-Columbia, B.S. Finance

Mr. Blackwell is a Director for CBIZ Compensation Consulting in the St. Louis, Missouri office where he assists clients with all facets of compensation plan design and analysis. He oversees a team of compensation consultants and provides project management oversight and quality control. Since joining CBIZ, Mr. Blackwell's experience includes assisting clients with base salary compensation plan design, incentive programs, benefits, total rewards, and executive compensation in a wide range of industries.

Mr. Blackwell obtained his Master of Business Administration degree from the University of Missouri-Columbia, where he gained consulting experience by performing competitive analysis for clients in the service and distribution industries. He is a member of the Compensation and Benefits Network of Greater St. Louis and is a Certified Compensation Professional (CCP).



Edward R. Rataj, CCP, CECP, ACCP, MCCP
Managing Director

Miami University (Ohio), B.S. Finance

Mr. Rataj is the Managing Director of the Compensation Consulting Division of CBIZ. He has twenty years of experience in the area of human resources, focusing on designing innovative compensation programs.

Prior to joining the Firm, Mr. Rataj served as a Compensation Consultant for Mellon (formerly known as Buck Consultants) and was employed by William M. Mercer. Mr. Rataj assists clients in the design and implementation of strategic base salary and incentive programs. His core areas of expertise include designing market-based and job evaluation-based compensation programs, pay structures, and compensation surveys, as well as developing policies and procedures. Additionally, Mr. Rataj has experience in consolidating compensation plans for organizations completing mergers and acquisitions. He has consulted with numerous clients in various industries.

Mr. Rataj is a Certified Compensation Professional (CCP), Advanced Certified Compensation Professional (ACCP), Certified Executive Compensation Professional (CECP), Master Certified Compensation Professional (MCCP), served as the President of the Compensation and Benefits Network of Greater St. Louis (CBN) and is a member of WorldatWork (formerly known as the American Compensation Association). In addition, Mr. Rataj has been recently quoted in the Wall Street Journal, Smart Money magazine and TheStreet.com as an expert in the area of compensation.



Carrie Blackwell, CCP
Project Manager, Compensation Consulting

Missouri State University, B.S. Human Resources Management

Mrs. Blackwell is a Project Manager for CBIZ Compensation Consulting in St. Louis, Missouri where she oversees a team of compensation consultants and provides project management oversight and quality control. She has over 20 years of experience in a corporate setting managing broad based compensation programs in both the public and private sectors.

Mrs. Blackwell holds a B.S. degree in Human Resources Management holds the accreditation, Certified Compensation Professional (CCP).



Jennifer Fischer, SHRM-SCP
Project Manager, Compensation Consulting

University of Missouri-Columbia, M.B.A.
University of Missouri-Columbia, B.S.B.A, Human Resource Management

Ms. Fischer is a Project Manager for CBIZ Compensation Consulting in the St. Louis, Missouri office where she oversees a team of compensation consultants and provides project management oversight and quality control. She brings over twenty-five years of experience in providing compensation and HR consulting services as an external consultant, as well as internally within corporate management teams.

Ms. Fischer has significant experience in all facets of human resources, including broad based compensation design and analysis, employee and leadership development, policy and procedure design and implementation, compliance, organizational assessment, mergers and acquisitions, and systems integration. She has worked across multiple industries as both a consultant and a business leader.

Ms. Fischer obtained her Master of Business Administration degree from the University of Missouri-Columbia, where she taught an undergraduate level Management course. She also received her Bachelor of Science Business Administration degree from the University, majoring in Human Resources Management.



Taylor Sprague
Senior Compensation Consultant

University of Missouri-Columbia, B.S. Human Environmental Science

Mr. Sprague is a Senior Consultant with CBIZ Compensation Consulting in the Denver office. Since joining CBIZ, Mr. Sprague's experience includes the use of compensation surveys to conduct market analysis for a wide variety of positions, industries and organizations in regard to the design of compensation plans. He also has experience evaluating job questionnaires and compiling custom compensation survey reports for specific position and industry benchmarking.

Mr. Sprague received a B.S. in Human Environmental Science with an emphasis in Personal Financial Planning, and a minor in Business from the University of Missouri-Columbia.



Adam Reckamp
Compensation Consultant

University of Missouri-Columbia, B.S. Journalism

Mr. Reckamp is a Consultant with CBIZ Talent & Compensation Solutions working out of the St. Louis office. Since joining CBIZ, his experience includes compensation market analysis across a wide scope of industries, positions and types of organizations. In addition to his work on organization-wide compensation studies, Mr. Reckamp is experienced in conducting executive compensation analyses as well as with job evaluation and documentation.

Mr. Reckamp earned a B.S. in Journalism and a minor in Business from the University of Missouri-Columbia.



Tyler McClure
Compensation Consultant

University of Iowa, BBA Economics

Mr. McClure is a Consultant with CBIZ Talent & Compensation Solutions in the St. Louis office. Since joining CBIZ, his experience includes market benchmarking analysis across a wide scope of industries, positions, and types of organizations. In addition to his work on organization-wide compensation studies, Mr. Reckamp is experienced in conducting executive compensation analyses.

Mr. McClure earned a BBA in Economics and a minor in Military Leadership from the University of Iowa.



PROJECT APPROACH

It is our understanding that the City is seeking a qualified compensation consulting firm to assist in reviewing and updating its formal market-competitive compensation plan for its employees. In addition, we understand the City is seeking assistance with performance management and career development systems.

In an effort to meet the City's needs, CBIZ proposes to conduct the project steps detailed on the following pages. The objective of the study will be to provide the City with a compensation plan that will continue to accurately reflect job roles and responsibilities, establish an organizational structure that is flexible in order to accommodate the City's growth and is well-aligned with its broader goals and strategies.

Phase 1: Project Launch

Step 1 – Planning Discussion

- Conduct a virtual meeting with the internal project team to discuss foundational aspects of the project, such as:
 - The compensation philosophy, including defining the market placement strategy and competitive labor market(s) in terms of geography, industry, and size of organization.
 - Differentiation or segmentation whereby segments of the workforce may warrant a separate compensation philosophy or special needs.
 - Current program strengths, areas for improvement, key challenges, and culture.
 - The ideal competitive positioning various rewards components, such as base salary, total cash compensation, and benefits.
 - The organizational structure, hierarchy of jobs, and ability for employees to advance through the organization.
 - The project goals and schedule, including key dates with employees, leadership, and governing bodies.

Step 2 – Data Collection and Reconciliation

- Submit a data request, detailing the items necessary for the project.
 - Data collected will relate to organization scoping metrics, employee census information, current pay practices and programs, current job documentation, organization charts, internal equity, etc.
 - See Data Request section within this proposal for a full list of the data requested.
- Assess the data in its entirety to ensure that all necessary information has been submitted and that there are no discrepancies. This step will ensure that the new compensation plan reflects current and accurate job titles and supporting documentation for each employee included in the plan.
- Reconcile submitted job descriptions with employee job titles to make sure that a job description for each employee is available and that all job descriptions are still in use and valid.
- Evaluate the need to have employees complete a web-based job analysis questionnaire (JAQ) to gather employee data for the current duties, responsibilities, qualifications, skills, and working conditions necessary to perform the job.
 - Having valid job documentation is critical to this process. As such, there is no additional cost to perform this step.
- The following steps elaborate the JAQ process:
 - Provide a draft JAQ for review and opportunity to propose edits.
 - Provide draft communications to announce the JAQ process and expectations to supervisors and employees.
 - Launch a web-based JAQ directly to employee email addresses.
 - Completed JAQs are electronically routed to supervisors for review and comment. Supervisors cannot change the employee submissions, but will have the opportunity to provide clarifying comments and other helpful information.
 - The timeframe is expected to last three weeks, which in our experience blends the right amount of urgency to complete with time to do so thoughtfully.
 - Paper based JAQs are available as well if needed for segments of the employee population.
 - Completed JAQs can also be used to support overtime classification eligibility under the Fair Labor Standard Act (FLSA) and identify essential duties helpful to Americans with Disabilities Act (ADA) compliance.

Phase 2: Market Research

Step 3 – Evaluate Job Documentation

- Ensure that job documentation is complete, current, and accurate in order to understand how the jobs are currently performed so that they can be evaluated and matched to the best-available market comparison.
- Review job titles and propose changes to improve internal consistency and match external standards.
- Evaluate adding or removing positions to support organization design changes in line with the planning discussion.

Step 4 – Custom Survey

- Conduct a survey of total compensation practices, as well as additional compensation related data, in which a group of approved peer municipalities and government entities will be invited to participate and provide data.
- Collaborate to determine defensible, comparable entities to which the City should be compared. It is anticipated that a group of up to twenty (20) entities will be selected.
- Peer organizations are likely to be much more responsive to a shorter, more concise survey. While it is anticipated all or nearly all of the City's jobs will be included in the survey, the exact number of benchmark jobs for salary data will be determined by CBIZ and approved by the City.
- Distribute a survey to the selected organizations to collect all applicable information for select benchmark jobs and general policy information from the comparable entities.
- In addition to wages and total compensation (bonuses), the following data will be included in the custom survey:
 - medical and medically-related benefits (e.g., medical, dental, vision, STD, LTD, and life insurance);
 - Retirement;
 - Paid-time off;
 - Additional pay: deferred compensation, variable pay (call back, stand-by), pay allowances (clothing, vehicle, cell phone), additional pay for certain education levels, bi-lingual pay, and certification pay;
 - Performance management systems and rewards for high performing employees;
 - Employee celebrations, service awards, department retreats, employee recognition, discount programs and other non-monetary rewards;
 - Career path strategies;
 - Professional development, membership/dues for professional associations and tuition reimbursement policies or practices;
 - Longevity pay; and
 - The level of administrative support department salaries that are funded by special revenue or enterprise funds.
- Peers will be asked to match their jobs to the survey positions based on a comparison of their jobs relative to the respective survey job summaries.
 - This process better ensures quality job matching as compared to title benchmarking to publicly available or sunshine-requested data.
- Solicit participation from the peer organizations throughout the survey process to drive participation.
- Analyze the survey submissions to validate data and identify gaps; follow up with participants to clarify, as necessary.
- Prepare a summary, which will be provided to the City as well as participants. Individual participant data will not be disclosed.

Step 5 – External Market Analysis

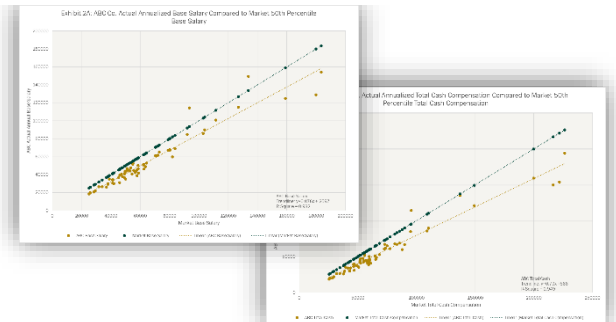
- Conduct published survey benchmarking analysis to collect and document competitive base salary and total cash compensation (base salary plus annual incentive) data for all of the jobs included in the scope of the proposal.
- Analysis will be based on comparable organizations as discussed in the planning discussion.
 - The three most important labor market characteristics are the size of the organization, geographic scope, and industries from which an organization recruits talent.
 - CBIZ will determine each characteristic as it relates to the City before reviewing survey sources and conducting the market analysis.

- In addition to the information collected from the custom survey (see Step 4 above), CBIZ will supplement the custom survey data utilizing published its proprietary database that automatically compiles data from numerous published surveys to identify data for the analysis.
- Evaluate and incorporate any surveys to which the City subscribes into the analysis.
- Match jobs to surveys based on the actual skills, duties, and responsibilities as opposed to merely matching jobs based on title.
- Document market pricing benchmarking results at the 25th, 50th, and 75th percentiles (see Image 1), as well as other percentiles (e.g. 65th percentile) if relevant to market placement philosophy.

Image 1

ABC Co.
Preliminary Compensation Study Results
Exhibit 1 - Market Summary
Data Effective July 1, 2021

CHZ/ Code	Annualized Average Base	Annualized Average Total Cash	Current Job Title	Market Base Salary			Proposed Pay Grade	Market Total Cash Compensation		
				25th	50th	75th		25th	50th	75th
100	30,042	30,042	Accounting Specialist	39,499	42,065	45,423	7	40,335	42,959	46,301
101	35,085	35,085	Administrative Assistant	36,586	38,948	42,098	6	37,107	39,506	42,704
181	43,629	43,629	Archives Librarian	52,686	56,267	61,394	9	53,673	57,346	62,589
107	46,863	46,863	Benefits Coordinator	47,725	51,029	55,389	8	48,734	52,114	56,570
187	40,842	40,842	Bibliographer	46,807	49,391	53,202	8	57,408	60,866	65,818
102	41,614	41,614	Communications Specialist	55,205	58,783	63,901	10	56,241	59,908	65,144
104	50,825	50,825	Content Managing Editor	59,230	62,242	66,608	10	61,471	64,633	69,197
105	115,200	135,200	Controller	110,399	126,941	148,215	16	118,005	137,150	164,359
112	40,621	40,621	Development Coordinator	50,246	54,336	59,978	9	53,960	58,272	64,234
115	149,287	159,287	Director, Planning & Systems	120,153	133,767	152,037	16	179,654	199,809	228,776
116	39,255	39,255	Early Childhood Specialist	43,296	46,132	49,856	8	43,296	46,132	49,856
165	42,330	42,330	Education Supervisor	45,993	49,694	54,834	8	47,877	51,767	57,152
137	51,490	51,490	Executive Director	51,867	54,254	59,073	9	52,722	55,848	60,289



Step 6 – Compensation Related Benefits Analysis

- Examine and compare compensation related benefits and related policies and practices in relation to other local government and relevant private sector entities.
 - See Step 4 – Custom Survey for a detailed list of data that will be included in this analysis.
- Identify areas where the City's practices vary from market.
- Provide recommendations on changes to current policies and practices, if applicable.

Step 7 – Conduct an Employee Survey

- Develop a survey instrument to collect information from employees regarding work/life balance practices, paid time off policies and related benefits.
- Provide a draft of the survey for review and opportunity to propose edits.
- Launch the web-based survey directly to employee email addresses. Paper based surveys are available as well if needed for segments of the employee population.
- Solicit participation throughout the process by sending weekly reminder emails to employees.
- The timeframe is expected to last three weeks in total, from the time the survey is distributed to employees.
- Completed surveys will be received and results will be summarized and presented to the City for review.

Phase 3: Program Design

Step 8 – Design Pay Structure(s)

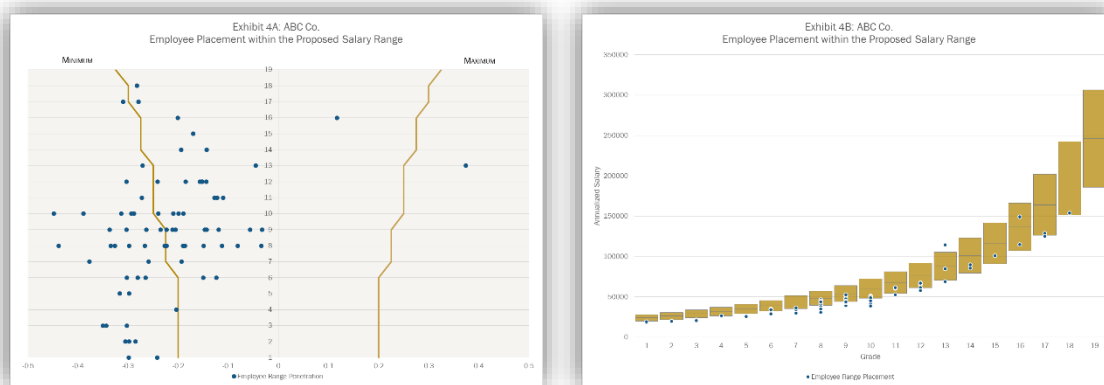
- Pay structures are an important design component of compensation programs in that they ensure pay levels for jobs are externally competitive, internally equitable, and establish a rational basis for future pay decisions.
- Develop new market-based pay plans to simplify compensation administration and to help the City maintain its competitive position, or update the salary ranges currently in place.
 - Pay structures will consist of pay grades, each with a salary range minimum, midpoint, and maximum.
 - The salary range minimum will approximate competitive entry level pay.
 - The salary range midpoint will approximate the target market competitive placement (e.g., market 50% percentile).

- The salary range maximum is a tool of management control that establishes cap on pay. This approximates the upper range of market competitive pay and encourages employees to expand skills and seek promotion opportunities.
- Discuss the need for, and pros and cons of, creating separate salary structures for different segments of the workforce.
- Evaluate the design characteristics of the structure, including the number of grades, range spreads, and midpoint differentials to align with internal job architecture and scope of positions.
- Evaluate the means by which employs progress through the pay structure, such as performance based, open ranges, or step-based.
- Finalize the draft market-competitive pay structures considering the number of jobs, career levels, compensation philosophy, and potential for future growth.
- Slot jobs into the pay structure(s) based upon the market-competitive data collected in the market analysis step.

Step 9 – Implementation Analysis

- Compare actual compensation practices to the market-competitive data collected in the market analysis step and the pay structures designed previously (see Image 2).
- Provide specific pay recommendations on a job-by-job and employee-by-employee basis.
- Identify systemic compression issues for the following situations:
 - Where pay for peer employees with greater tenure is same or substantially similar to those with low tenure.
 - Where there is insufficient separation in pay between employee and supervisors.
- Assess the financial impact of implementing the recommended compensation practices.

Image 2



Step 10 – Finalize Compensation Results

- Conduct a virtual meeting with the internal project team to review the draft results of the full project deliverables. Items for review include:
 - Market pricing results including compensation and benefits
 - Pay structure design
 - Internal equity of each job
 - Review the implementation cost analysis
 - Employee survey results
 - Overall recommendations
- Discuss the need for compression-based pay adjustments to alleviate internal pay compression and/or improve the overall pay competitiveness to the market.
- Provide copies of project report and supporting exhibits.
- Discuss and determine the optimal implementation strategy that considers cost, culture, timeline, and other issues.
- Gather internal equity feedback regarding adjustments needed to correct for internal comparisons between jobs.



- Identify salary structure adjustments needed to cost of cultural considerations.
- Work through feedback requests and issue the final project report.

Phase 4: Performance Management

Step 11 – Review Performance Evaluation Forms

- Evaluate current review forms, as well as the overall review process for the organization, in conjunction with the City's strategic goals and performance management philosophy.
- Provide feedback on suggested revisions to the current form, or suggest a new review form.
- If a new form is suggested, the following steps would be needed:
 - CBIZ will provide the internal project team with sample formats for performance review forms and sample content outlining competencies, skills, goals, etc.
 - Discuss the advantages and disadvantages of the different formats and content options as it applies to different groups of employees.
 - The City will select the format and content to be used.
 - Develop/Revise review form(s) to incorporate both formatting and content changes.
 - The City will review the draft form(s) and provide feedback (assumes 1 set of revisions provided).
 - Finalize the review form(s).
- Review existing performance management policies and procedures, if applicable.
- Provide draft policies and procedures to provide direction and consistency in administering the performance management process, including proposed timelines for developing goals, reviewing progress, submitting review forms, etc. These draft policies and procedures will be provided to the City in Microsoft Word to allow revisions by the organization.

Step 12 - Merit Matrix

- Develop a spreadsheet that models the implementation costs associated with different merit matrices. As part of this step, three sample matrices will be provided with an assessment on the strengths and weaknesses of each approach as it related to the compensation philosophy.
- The merit matrix will be customized in consideration of:
 - The actual number and distribution of performance levels.
 - Prorating adjustments based upon the date of each employee's last pay increases and/or date of hire.
 - Additional annual compensation fields based on discussion, such as discretionary increases.
- Train appropriate compensation administration staff on the use of the tool that will allow the City to perform "what-if" analysis utilizing varying merit matrix models that work within the salary increase budget.
 - Just as importantly, the tool is designed such that the City will have the capability to model multiple salary increase scenarios for years to come by simply importing new employee data.
- Provide the final merit matrix file in an Excel file.

Step 13 – Career Development/Succession Planning Program Development

- Collect data from the City and discuss current staffing levels and employee skill sets.
- Discuss future staffing needs and skillsets needed to achieve organizational goals.
- Identify any position and/or skill gaps in departments.
- Identify any overlapping areas in departments.
- Develop and recommend a comprehensive succession strategy, based on best practices.
 - The plan will include suggested areas of training and development, how to identify critical skills, retaining institutional knowledge, and how to utilize performance management in conjunction with succession planning.

Step 14 – Present Final Results

- Prepare a presentation for City Leadership & Commissioners summarizing the scope of the project, methodology, findings, and recommendations.
- Provide a draft copy to the City for review and feedback.
- Present the approved presentation on-site to the City Leadership & Commissioners and address any questions.

Phase 5: Ongoing Administration

Step 15 –Policy Review and Recommendations

- Create/Review and make recommendations for the following compensation related policies:
 - annual compensation planning
 - pay increase recommendations
 - Promotions
 - Rehires
 - Reductions in classification (demotion)
 - job classification/reclassification
 - hiring pay
 - assigning new jobs to the pay structure
 - approvals and notifications
 - Interim position pay
 - Deferred compensation
 - Variable Pay (call back/stand-by)
 - Pay allowances (clothing, vehicle, cell phone)
 - Additional pay for certain education levels and/or certifications
 - Bi-lingual pay
 - Employees at max of pay range
 - Seasonal employee compensation
- Create/Review and make recommendations to the Work/Life Balance policies for:
 - Paid time off vs. sick and vacation for new employees
 - Holiday
 - Personal Holiday
 - Paid Family Leave
 - Remote Work Policy
 - Employee Assistance Program
- Recommend policies to compensate for hard-to-fill/critical positions, such as engineers or skilled trades jobs, where competition is strong for talent.
- Recommend policy to recognize external experience candidates bring to the organization as part of the initial hire offer.
- Recommend policy/procedure and timeline for conducting a market analysis, to include when an ad-hoc study should be conducted if a position classification is challenged internally.

Annual Salary Planning Letter

- Provide the City with an annual letter of salary trend market intelligence for up to five years. The letter will assist with the following:
 - Share trends for what other organizations are forecasting for their annual salary increase process. This will assist the City with benchmarking increase budgets to the market.
 - Share trends for what other organizations are forecasting for annual salary structure adjustments. This will assist the City with annual structure updates that will ensure salary range minimums remain competitive and that salary range maximums remain appropriate.
- No additional fees will be charged for the annual salary trend market intelligence letter.



PROFESSIONAL FEES AND EXPENSES

Our professional fee structure is based upon standard hourly rates for consulting services. We have repeatedly found that our philosophy of utilizing highly experienced personnel allows us to provide effective and efficient services at a cost that represents an exceptional value. Based upon our prior experience in conducting similar projects, professional fees for the project are as follows:

Scope of Services	Professional Fees
Organization-Wide Compensation and Benefits Study including Performance Management <i>(Assumes up to 144 job titles)</i>	\$95,000

CBIZ will be committed to the future effectiveness of the City's new compensation plan. There will be no costs associated with providing annual salary increase and structure update factors for up to five years. Following the completion of the project, the cost of evaluating market-competitive compensation and recommending grade assignments for new positions or revised existing positions will be \$600 per position. The costs of such ad hoc compensation evaluations are not included in the above fees.

If the volume of work changes substantially due to change in scope we may need to discuss an adjustment in the professional fees documented herein. We do not anticipate that this will occur; however, we would discuss this with you before proceeding and obtain your prior approval.

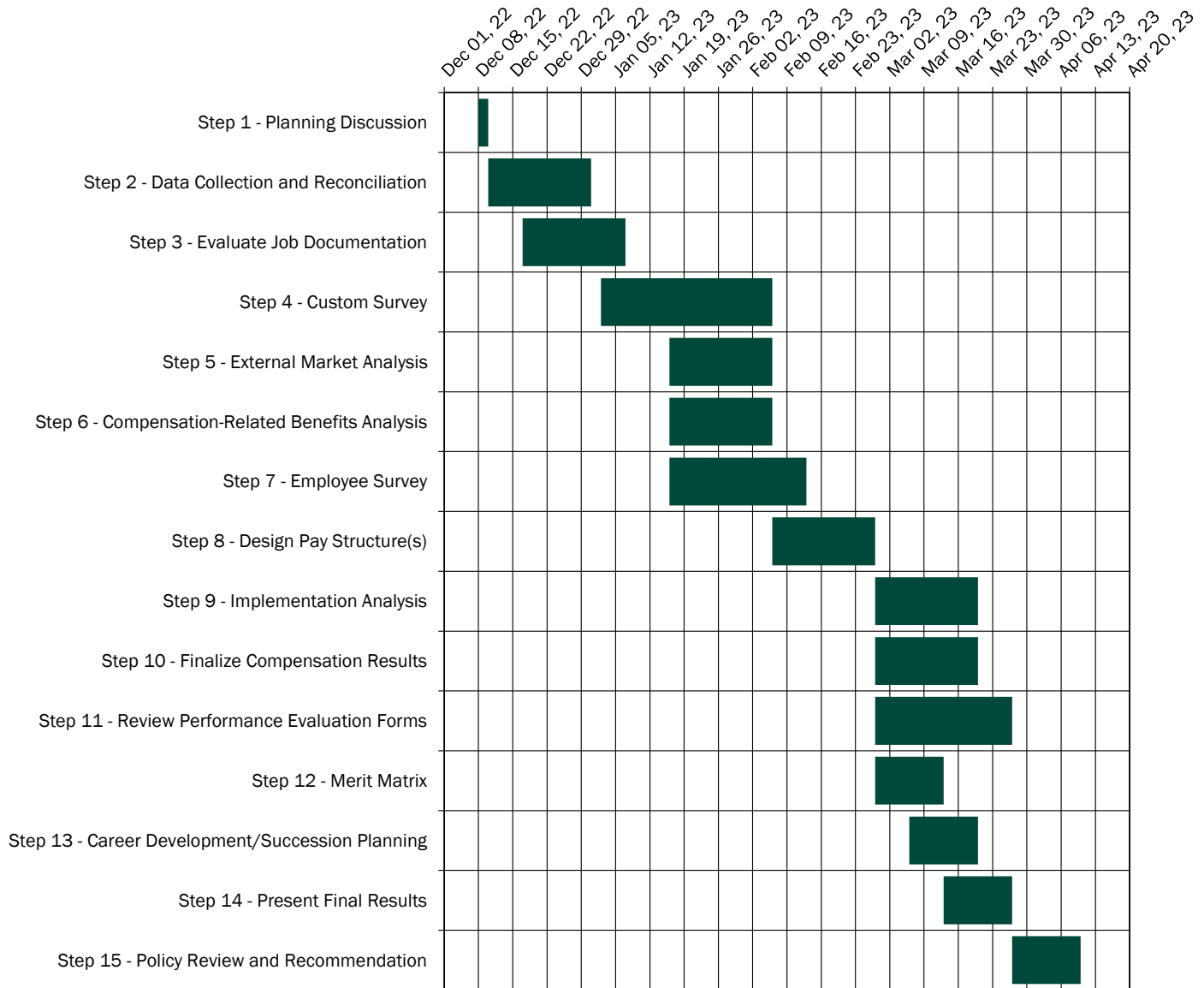
DATA REQUEST

- Compensation data for employees included in the scope of the study in an email in a Microsoft Excel, tab, or comma delimited text file. The following data fields are extremely important:
 - Name
 - Unique employee identification number (not Social Security Number)
 - Job titles and job codes
 - Date of hire
 - Date of service within the current title
 - Department name
 - Employee email address (needed only if a Job Analysis Questionnaire is launched)
 - Standard hours worked per period (to calculate full-time equivalent)
 - Exempt/Non-exempt status
 - Supervisor name
 - Supervisor employee identification number
 - Supervisor email address (needed only if a Job Analysis Questionnaire is launched)
 - Current Salary (annual or hourly)
 - Current salary grade/range (if available/applicable)
 - Target bonus (if available/applicable)
 - Actual most recent bonus awarded (if available/applicable)
 - Most recent performance score (if available)
 - Benefits Information for each employee:
 - Type of health insurance plan selected (PPO, High Deductible, HMO, etc.)
 - Level of coverage selected (single, family, etc.)
 - Employer cost of health insurance premium (for each individual employee)
 - Total cost of health insurance premium (employer cost + employee cost)
 - Employer cost of dental insurance premium
 - Employer cost of STD, LTD, and Life insurance premium (listed separately)
 - Employer retirement contribution (for each individual employee)
 - Other employer paid benefits costs listed as separate line items. (EAP, HSA/FSA contributions, etc.)
- Copies of job descriptions and organizational charts, if available.
- Human Resource policies and procedures, including salary administration policies and procedures, paid-time off policies, and employer retirement matching/contribution formula.
- Current or most recent fiscal year revenue/budget
- Any additional salary structure(s) information such as the number of salary grades, minimum, maximum and steps for each grade and which job titles slot into which structures and grades.
- Any plan documents or other documentation related to the current annual incentive/bonus and long-term incentive programs.
- A copy of past compensation study results.
- Copies of any salary surveys which you currently use (original hard copies are acceptable and will be returned at the end of the project).

TIMELINE

CBIZ expects the compensation and classification study to last approximately eighteen (18) weeks from the distribution of the custom survey. The proposed project schedule below is highly dependent upon the timely receipt of requested data from the City.

The Data Request in the Appendix specifies the items needed to conduct the analysis.



Annual Salary Planning provided for five years at no additional charge





EXCEPTIONS TO TERMS AND CONDITIONS

CBIZ has the following exception to the terms and conditions related to Workers' Compensation insurance listed on Page 8 of the Request for Proposal (RFP) document:

Regarding the requirement that "...the City shall be given thirty (30) days written notice by the insurance company before each policy is substantially changes or cancelled," our policies and insurance carriers will not provide 30 days' notice of substantial changes or cancellation to the City. CBIZ can agree to provide notification of cancellation, but it cannot be specified in the policy itself.

ATTACHMENT B – Authorized Agent Signature Page

City of Emporia Compensation Study Request for Proposals Authorized Agent Signature Page

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Consultant or Firm Authorized Agent is REQUIRED to complete, sign and return this form with their proposal submittal.

<u>CBIZ Benefits & Insurance Services, Inc.</u>	<u>C Corporation</u>
Company Name	Entity Type
<u>31-1582098</u>	<u>rblackwell@cbiz.com</u>
Tax ID #	Email
<u>721 Emerson Road, Suite 400</u>	<u>St. Louis, MO 63141</u>
Address	City/State/Zip
<u>314-692-5801</u>	<u>314-692-4222</u>
Telephone	Fax (include area code)
<u>Nancy M. Mellard - Executive Vice President</u>	<u>Nancy M. Mellard</u>
Authorized Agent (Print Name)	Signature

STATE OF Missouri

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 15th day of November, 2022 by Nancy M. Mellard on behalf of the corporation/firm. They are personally known to me or have produced _____ as identification.



Krislin Seann
Notary Public



CBIZ BENEFITS & INSURANCE SERVICES, INC.

CERTIFICATE OF SECRETARY

I, Michael W. Gleespen, do hereby certify that I am the duly elected and acting Secretary of CBIZ Benefits & Insurance Services, Inc., a Missouri corporation (the "Company") and that as such Secretary, I have custody of the corporate records of the Company. I further certify that the following is a true and accurate copy of resolutions, dated March 14, 2014, adopted by the Sole Director of the Company, and said resolutions have not been rescinded, amended or modified to the date hereof:

"RESOLVED, that any duly elected Executive Vice President of the Company hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the Company, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Company's products to any purchaser, including assignments and satisfactions of any such document, and any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Company or its representatives for the sale, distribution, and servicing of its commercial products;

"FURTHER RESOLVED, execution and delivery of such contracts and other ancillary documents shall constitute the legal, valid and binding obligations of the Company."

I further certify that Nancy M. Mellard holds the office of Executive Vice President of the Company, having been last duly elected on the 1st day of June, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 19th day of February, 2019.


Michael W. Gleespen, Secretary

CBIZ Benefits & Insurance
Services, Inc.

[SEAL]



November 15, 2022

City of Emporia, KS
Kerry Sull, City Clerk
PO Box 928
Emporia, KS 66801

Re: Compensation Study

Dear Kerry:

Thank you for sharing the RFP for Compensation Study for The City of Emporia (The City). The background information certainly painted a helpful picture regarding your compensation challenges, goals and strategy. It appears The City is interested in taking the necessary steps to ensure their compensation plan is fair, equitable and competitive. As requested, I am providing a technical and cost proposal with recommendations on how The Arnold Group might assist The City in meeting its compensation goals and objectives.

I truly enjoyed learning about you and your organization and I am excited about this opportunity if selected. If beneficial, I would be more than happy to present a demonstration of the various components contained in the proposal as well as answer any specific questions/concerns interested parties might have regarding the technical and cost proposal. Again, thank you for the opportunity and I look forward to working with you in the near future.

Sincerely,

Phillip M. Hayes, SPHR
Vice President

THE CITY OF EMPORIA, KS NEEDS

The City of Emporia, KS has identified a need to create a compensation plan that is fair, equitable, and meets the goals of the organization.

IMPLICATIONS and THE ARNOLD GROUP'S SOLUTIONS

Job Descriptions

All employers, regardless of size, should have accurate and well-written job descriptions for each position in the organization. Job descriptions should serve to document the consistent application of job duties across job titles, without regard to gender, race, religion or nationality bias.

There is no law that specifically mandates job descriptions, but they are crucial to complying with various employment laws. For example, the Americans with Disabilities Act (ADA) states a person with a disability is considered a qualified candidate for the job if he or she can perform the essential functions of the job with or without reasonable accommodation. All job descriptions should be written in conformity with the ADA to include the essential functions and the physical work environment details. Essential functions cannot be determined and applied consistently without the development of accurate job descriptions. Current job descriptions will be utilized for this project.

Effective job descriptions:

- assist with employment advertisements and job-based selection tests and evaluations
- aide in analyzing staffing needs and compensation budgets
- identify essential functions as required by the Americans with Disabilities Act (ADA) and assist in accommodating employees with disabilities
- determine physical requirements, such as an ability to lift and/or move 25 pounds
- help protect The City from claims of discrimination in hiring
- aide in conducting performance appraisals based on job requirements
- correlate the level of job responsibility with the pay
- assist in determining exempt/non-exempt status as required by the Fair Labor Standards Act (FLSA)

Classification, Salary Survey & Compensation Plan

Compensation is a critical piece of overall human resources strategy vital in attracting, retaining, and motivating employees. Because compensation is both visible and important to employees, a compensation program designed to communicate and reward strategic goals increases the probability employees not only understand what those goals are but also achieve them. Because employees also understand compensation dollars are important to the organization, the strategic intent of other human resources efforts, such as performance management, recruiting, career development, and the like, is also clearer if their designs are consistent with the compensation program. In short, realization of compensation strategy requires the money match the message.

Formal pay scales are valuable for a number of reasons including assistance in controlling costs, providing set minimum starting wages for positions, and providing a legal defensible position since organizations with pay scales are less likely to be challenged by pay discrimination complaints.

Based on feedback we've received, The City current salary structure is informal through a combination of job evaluation techniques including general market information, wage comparison, and similar positions analysis. Current job descriptions exist for many position.

The Arnold Group provides customized compensation services for organizations. TAG evaluates the use of market survey data, job documentation materials, and the overall design of the core compensation plan

by collecting data, analyzing pay ranges and grade differentials, overtime practices, pay range progressions, and other details of your pay structure. The Arnold Group recommends the following:

- Complete a Point Factor Analysis (PFA) of compensable factors of current job descriptions to objectively determine external and internal wage equity. Compensable factors are characteristics that define and distinguish jobs from one another such as knowledge, supervisory control, guidelines, complexity, scope and effect, personal contacts, purpose of contacts, physical demands, and work environment.
 - Internal equity is the value of jobs to each other relative to their value to the organization.
 - External equity is best achieved by staying in tune with the job market via wage and salary survey information, and adjusting your salaries and/or ranges where appropriate.
- Establish pay grades and distinguish between non-exempt, exempt and executive pay grades. Commonly applied groups are:
 - Grades 10-15 Operations/Industrial/Clerical/Office (non-exempt)
 - Grades 30-35 Management/Administrative/Professional (exempt)
 - Grades 40-45 Executive (exempt)
- Establish benchmark salaries for the lowest, common paid non-exempt position(s) and the lowest, common paid exempt position(s). Build the pay scale with pay ranges based on the midpoint of the benchmark positions.
 - Calculate the pay spread within each pay grade to determine minimums and maximums to allow for an appropriate amount of growth within the pay grades while meeting The City's goals and expectations.
 - Identify pay range quartiles and compa-ratio's to be used throughout the employment relationship regarding all The City's employees.
 - Ensure the pay range minimums reflect mandated requirements under the Fair Labor Standards Act (FLSA).
 - Traditionally, new hires will start at the minimum pay rate because they have the least experience. Ideally, the wage range minimum should be high enough to attract the *most* qualified candidates to the position.
 - Identify "green-circled" (below pay grade minimum) and "red-circled" (above pay grade maximum) employees to allow The City to plan and take appropriate communication/action.
- Develop and/or revise The City written compensation and wage policy to include promotions, transfers, and definitions for spread, job analysis, job evaluation, job classification, and schedule of wage scale reviews and methods used.

ABOUT THE ARNOLD GROUP

History

The Arnold Group's (TAG) first office opened in Wichita, Kansas in 1979. After 20 years of working for large corporations, including 15 years in a national staffing agency, George Arnold decided with his wife, Marion, to strike out on their own.

After opening a small temporary staffing office in Wichita, they found success using their experience, entrepreneurial spirit and principle belief of "putting the customers first and developing long-term relationships with them." TAG later expanded to include multiple offices throughout southcentral Kansas.

In 2000, we expanded our service offerings to become a comprehensive human resource company offering HR outsourcing and Executive Search and Talent Acquisition services. Through the years, TAG's senior management team has encountered first-hand the evolution of the staffing and recruiting industry, taking us from a solitary service to a diverse provider of workforce solutions.

Our Values

- **Achievement** through teamwork
- **Respect**
- **New ideas** and continuous improvement
- **Opportunity**
- **Leadership** with integrity
- **Dedication** to quality

HR Services

The Arnold Group (TAG) provides a variety of HR services for small- to mid-sized organizations. Our certified HR Business Partners can respond to the human resource needs that you simply don't have the time, expertise or resources to address effectively.

References / Contact Information

Helen Foster

HR Director
Reno County, Kansas
620.694.2983

Chad Kinsley

Administrator
Pottawatomie County
785.457.3455

Crystal Malchose

HR Director
Geary County, Kansas
785.238.5700 ext. 2250

Becky Lewis

HR Director
Montgomery County, Kansas
620.330.1209

Approach:

The Arnold Group's approach is consultative in nature and is summarized as follows:

Understand the business environment. This involves a critical evaluation of both the internal and the external business environment, meaning the situational position of your organization within the broader landscape of the business world and in comparison with your competitors (private business as well as other counties).

Clearly define and understand the need. Before any business challenge can be fully addressed, it is crucial to understand how the issue is affecting each stakeholder—and how any potential solutions could impact them as well.

Provide an objective, 3rd party, partnership perspective.

- Defining the purpose, know the end goal
- Present and generate ideas
- Involve the customer, ask for feedback and even foster healthy dissent for best outcomes
- Create a plan with specific and measurable action items/milestones

Implement new HR solutions. Evaluate the organization's readiness for change by:

- Considering the culture of the organization. Is it open and generous? Or greedy?
- Understanding the organization's values and guiding principles. Does the organization value transparency?
- Assessing the style of the leadership team. Are the leaders approachable or do they induce fear among employees?
- Evaluating employees' readiness for change. Is this something employees have been anticipating and asking for?

Make change sustainable. The key to making a sustainable change is continued evaluation of how the change is working (or not working):

- Check in with stakeholders in person to ask what they like about the new program and what recommendations they may have for further improvement.
- Holding a feedback meeting and brainstorming for ways to improve.
- Meeting with senior executives to share the outcomes of the program and gain their input.
- Communication focused on increasing transparency, encouraging involvement, buy-in, and sustainability.

Examples:

Following are a few select screen shots for quick reference. I would be happy to provide in in person or online demonstration with the appropriate parties or Steering Committee.

Point Factor Analysis															
Job Number	Common Name	Factor 1 - Knowledge Required	Factor 2 - Supervisory Control	Factor 3 - Guidelinig	Factor 4 - Complexity	Factor 5 - Scope and Effect	Factor 6 - Personal Contact	Factor 7 - Purpose of Contact	Factor 8 - Physical Demand	Factor 9 - Work Environment	Point Factor Total	Job Grade	FLSA Exemption	FLSA Exempt Status Survey	Safety Sensitive Position
ABC-0001.0	Assembler I	50	25	25	25	25	10	20	20	20	220	10	N/A	Non-Exempt	Yes
ABC-0002.0	Assembler II	200	25	125	75	75	10	20	20	20	570	12	N/A	Non-Exempt	Yes
ABC-0003.0	Assembler III	350	125	125	150	150	10	20	20	20	970	14	N/A	Non-Exempt	Yes
ABC-0004.0	Technical Representative I	150	275	125	75	75	60	20	60	60	1250	19	Professional	Exempt	No
ABC-0005.0	Technical Representative II	750	275	275	150	150	60	50	50	50	1810	32	Professional	Exempt	No
ABC-0006.0	Parts Sales Representative I	200	125	125	75	150	60	120	5	5	865	13	N/A	Non-Exempt	No
ABC-0007.0	Parts Sales Representative II	350	275	275	150	150	60	120	5	5	1350	18	N/A	Non-Exempt	No
ABC-0008.0	Product Manager	950	275	275	150	75	25	50	5	20	1825	32	Professional	Exempt	No
ABC-0009.0	Product Support Manager	950	450	450	150	150	60	120	20	20	2370	34	Administrative	Exempt	No
ABC-0010.0	Shipping Clerk I	50	25	25	25	25	10	20	50	20	250	10	N/A	Non-Exempt	Yes
ABC-0011.0	Shipping Clerk II	200	25	125	75	75	10	20	50	20	600	12	N/A	Non-Exempt	Yes
ABC-0012.0	Accountant I	350	125	25	25	75	25	20	5	5	655	12	Professional	Exempt	No
ABC-0013.0	Human Resources Manager	950	450	275	225	325	60	120	5	5	2415	34	Professional	Exempt	No
ABC-0014.0	Information Systems Manager	950	450	275	225	325	25	120	5	5	2380	34	Computer Employee	Exempt	No
ABC-0015.0	Chief Financial Officer	1850	550	550	450	450	60	120	5	5	4240	42	Executive	Exempt	No
ABC-0016.0	Accountant II	750	125	125	75	225	25	50	5	5	1385	31	Professional	Exempt	No
ABC-0017.0	Controller	950	275	275	225	325	60	120	5	5	2240	33	Professional	Exempt	No
ABC-0018.0	IT Specialist	350	125	125	75	75	25	50	5	5	935	13	Computer Employee	Exempt	No
ABC-0019.0	Administrative Assistant	200	125	125	25	25	60	20	5	5	590	12	N/A	Non-Exempt	No
ABC-0020.0	Chief Executive Officer	1850	550	550	450	450	110	220	5	5	4390	42	Executive	Exempt	No
ABC-0021.0	Chief Technical Officer	1850	450	550	450	450	60	220	5	5	3840	41	Executive	Exempt	No
ABC-0022.0	Chief Customer Officer	1850	450	450	450	450	110	220	5	5	3830	41	Executive	Exempt	No
ABC-0023.0	Marketing & Communications Specialist	750	275	275	150	225	60	50	5	5	1795	32	Professional	Exempt	No

Grade	Quartile \$ Range	1st Quartile			2nd Quartile			3rd Quartile			4th Quartile		
		Low	Mid	High	Low	Mid	High	Low	Mid	High	Low	Mid	High
10	\$2.33	\$13.95	\$15.11	\$16.28	\$16.29	\$17.45	\$18.60	\$18.61	\$19.77	\$20.93	\$20.94	\$22.10	\$23.25
11	\$2.46	\$14.85	\$16.08	\$17.31	\$17.32	\$18.55	\$19.78	\$19.79	\$21.02	\$22.24	\$22.25	\$23.48	\$24.70
12	\$2.63	\$15.75	\$17.06	\$18.38	\$18.39	\$19.70	\$21.00	\$21.01	\$22.32	\$23.63	\$23.64	\$24.95	\$26.25
13	\$2.79	\$16.75	\$18.14	\$19.54	\$19.55	\$20.94	\$22.33	\$22.34	\$23.73	\$25.11	\$25.12	\$26.52	\$27.90
14	\$2.96	\$17.75	\$19.23	\$20.71	\$20.72	\$22.20	\$23.68	\$23.69	\$25.17	\$26.64	\$26.65	\$28.13	\$29.60
15	\$3.14	\$18.85	\$20.42	\$21.99	\$22.00	\$23.57	\$25.13	\$25.14	\$26.70	\$28.26	\$28.27	\$29.84	\$31.40
30	\$5,945	\$35,670	\$38,643	\$41,615	\$41,615	\$44,588	\$47,560	\$47,560	\$50,533	\$53,505	\$53,505	\$56,478	\$59,450
31	\$6,834	\$41,000	\$44,417	\$47,834	\$47,834	\$51,251	\$54,668	\$54,668	\$58,084	\$61,501	\$61,501	\$64,918	\$68,335
32	\$7,721	\$46,335	\$50,196	\$54,056	\$54,056	\$57,917	\$61,778	\$61,778	\$65,638	\$69,499	\$69,499	\$73,359	\$77,220
33	\$8,726	\$52,360	\$56,723	\$61,086	\$61,086	\$65,449	\$69,813	\$69,813	\$74,176	\$78,539	\$78,539	\$82,902	\$87,265
34	\$9,861	\$59,170	\$64,101	\$69,031	\$69,031	\$73,962	\$78,893	\$78,893	\$83,823	\$88,754	\$88,754	\$93,684	\$98,615
35	\$11,144	\$66,865	\$72,437	\$78,009	\$78,009	\$83,581	\$89,153	\$89,153	\$94,724	\$100,296	\$100,296	\$105,868	\$111,440
40	\$14,486	\$86,925	\$94,168	\$101,411	\$101,411	\$108,654	\$115,898	\$115,898	\$123,141	\$130,384	\$130,384	\$137,627	\$144,870
41	\$17,384	\$104,310	\$113,002	\$121,694	\$121,694	\$130,386	\$139,078	\$139,078	\$147,769	\$156,461	\$156,461	\$165,153	\$173,845
42	\$20,861	\$125,170	\$135,601	\$146,031	\$146,031	\$156,462	\$166,893	\$166,893	\$177,323	\$187,754	\$187,754	\$198,184	\$208,615

Grade	Tenure Groupings									
	<1	1-4	5-9	10-14	15-19	20-24	25-29	30+	Max	
10	\$13.95	\$15.11	\$16.28	\$17.45	\$18.60	\$19.77	\$20.93	\$22.10	\$23.25	
11	\$14.85	\$16.08	\$17.31	\$18.55	\$19.78	\$21.02	\$22.24	\$23.48	\$24.70	
12	\$15.75	\$17.06	\$18.38	\$19.70	\$21.00	\$22.32	\$23.63	\$24.95	\$26.25	
13	\$16.75	\$18.14	\$19.54	\$20.94	\$22.33	\$23.73	\$25.11	\$26.52	\$27.90	
14	\$17.75	\$19.23	\$20.71	\$22.20	\$23.68	\$25.17	\$26.64	\$28.13	\$29.60	
15	\$18.85	\$20.42	\$21.99	\$23.57	\$25.13	\$26.70	\$28.26	\$29.84	\$31.40	
30	\$17.15	\$18.58	\$20.01	\$21.44	\$22.87	\$24.29	\$25.72	\$27.15	\$28.58	
31	\$19.71	\$21.35	\$23.00	\$24.64	\$26.28	\$27.93	\$29.57	\$31.21	\$32.85	
32	\$22.28	\$24.13	\$25.99	\$27.84	\$29.70	\$31.56	\$33.41	\$35.27	\$37.13	
33	\$25.17	\$27.27	\$29.37	\$31.47	\$33.56	\$35.66	\$37.76	\$39.86	\$41.95	
34	\$28.45	\$30.82	\$33.19	\$35.56	\$37.93	\$40.30	\$42.67	\$45.04	\$47.41	
35	\$32.15	\$34.83	\$37.50	\$40.18	\$42.86	\$45.54	\$48.22	\$50.90	\$53.58	
40	\$41.79	\$45.27	\$48.76	\$52.24	\$55.72	\$59.20	\$62.68	\$66.17	\$69.65	
41	\$50.15	\$54.33	\$58.51	\$62.69	\$66.86	\$71.04	\$75.22	\$79.40	\$83.58	
42	\$60.18	\$65.19	\$70.21	\$75.22	\$80.24	\$85.25	\$90.27	\$95.28	\$100.30	

Labor/Clerical/Office/Skilled Grades				
Grade	Min	Mid	Max	
10	\$13.95	\$18.60	\$23.25	
11	\$14.85	\$19.75	\$24.70	
12	\$15.75	\$21.00	\$26.25	
13	\$16.75	\$22.30	\$27.90	
14	\$17.75	\$23.65	\$29.60	
15	\$18.85	\$25.10	\$31.40	

Management/Administrative/Professional Grades				
Grade	Min	Mid	Max	
30	\$35,670	\$47,560	\$59,450	
31	\$41,000	\$54,665	\$68,335	
32	\$46,335	\$61,775	\$77,220	

EE	EE Last	EE First	Gender	Job Number	Com on Name	Department	Grade	Co. Est. Range - Range Penetration (%) in Grade	Total Est. Range - Range Penetration (%) in Grade	Adjusted Range Penetration (%) in Grade	Range Penetration (%) in Grade	Gender	Co. Est. Range - Range Penetration (%) in Grade	Total Est. Range - Range Penetration (%) in Grade	Adjusted Range Penetration (%) in Grade	Range Penetration (%) in Grade	Gender
1209	Murray	Kylee	F	ABC-001	Assembl	PROD	10	6.92%	6.92%	6.92%	0.54%	F					
904	Moore	D.J.	F	ABC-001	Shipping	PROD	10	22.04%	22.04%	22.04%	22.04%	F					
1215	Johnson	Duke	F	ABC-001	Assembl	PROD	10	22.04%	48.80%	22.04%	22.04%	F					
1214	Anderson	C.J.	F	ABC-001	Assembl	PROD	10	40.80%	55.70%	40.80%	22.04%	F					
1253	Ryan	Matt	F	ABC-001	Shipping	DPS	10	43.55%	85.50%	43.55%	43.55%	F					
1232	Singletary	Devin	F	ABC-001	Assembl	PROD	10	54.30%	54.30%	54.30%	54.30%	F					
1227	Sanders	Miles	M	ABC-001	Assembl	PROD	10	43.55%	43.55%	43.55%	43.55%	M					
901	Guice	Dennis	M	ABC-001	Shipping	PROD	10	11.29%	35.15%	11.29%	11.29%	M					
1208	Ridley	Calvin	M	ABC-001	Assembl	PROD	10	11.71%	55.70%	11.71%	0.54%	M					
1211	Sutton	Courtlan	M	ABC-001	Assembl	PROD	10	11.71%	52.63%	11.71%	11.29%	M					
1216	Montgomery	David	M	ABC-001	Assembl	PROD	10	22.04%	22.04%	22.04%	22.04%	M					
1220	Wentz	Carson	M	ABC-001	Fabricat	PROD	10	32.80%	43.69%	32.80%	32.80%	M					
1221	Watson	Deshaun	M	ABC-001	Assembl	PROD	10	32.80%	61.98%	32.80%	32.80%	M					
1226	Howard	D.J.	M	ABC-001	Assembl	PROD	10	43.55%	43.55%	43.55%	43.55%	M					
1231	Galladay	Kenny	M	ABC-001	Assembl	PROD	10	50.10%	55.70%	50.10%	50.10%	M					
1219	Diggs	Sharon	M	ABC-001	Assembl	PROD	10	75.93%	89.97%	75.93%	75.93%	M					
1236	Lockett	Tyler	M	ABC-001	Assembl	PROD	10	79.83%	85.08%	79.83%	65.05%	M					
903	Engram	Evan	F	ABC-001	Product	PROD	11	21.83%	85.94%	21.83%	21.83%	F					
1237	Cook	Jared	F	ABC-001	Product	PROD	11	72.59%	72.59%	72.59%	72.59%	F					
1	Gurley	Todd	F	ABC-001	Administ	Admin/C	12	11.71%	29.66%	11.71%	26.13%	F					
302	Evans	Mike	F	ABC-001	Administ	HR	12	11.90%	11.90%	11.90%	11.90%	F					
1052	Westbrock	Dede	F	ABC-001	Sales Clk	SALES	12	11.90%	24.34%	11.90%	11.90%	F					
3	Cook	Dalvin	F	ABC-001	Account	Admin/C	12	24.34%	71.76%	24.34%	5.71%	F					
1225	Allen	Keenan	F	ABC-001	Fabricat	PROD	12	40.10%	40.10%	40.10%	40.10%	F					
451	Thomas	Austin	F	ABC-001	Account	FIN-ACT	12	50.00%	50.00%	50.00%	50.00%	F					
751	Ertz	Zach	F	ABC-001	Administ	MKTG	12	61.98%	68.45%	40.00%	2.38%	F					
13	Jones	Julio	F	ABC-001	Administ	Admin/C	12	71.71%	71.71%	71.71%	71.71%	F					
4	Barkley	Saquon	F	ABC-001	Account	Admin/C	12	96.37%	40.60%	40.60%	20.10%	F					
1205	Mayfield	Baker	M	ABC-001	Assembl	PROD	12	4.58%	68.45%	4.58%	1.44%	M					
1202	Cousins	Kirk	M	ABC-001	Assembl	PROD	12	9.30%	14.16%	9.30%	21.43%	M					
1351	Rodgers	Aaron	M	ABC-001	Shipping	DPS	12	11.90%	52.63%	11.90%	11.90%	M					



Plan Date:

05/01/19

Today:

12/12/19

EE Count:

14

P4P Date:

04/01/20

nary		Departmental Employee Summary						
0	0.00%	Department Name	Total Dept. Size (# of EE)	Est. Total Current Dept. Payroll (Base Wages Only)	Primary Dept. Proj. P4P Inc %	Total Dept. Proj. P4P Inc \$	Total Red Circled (Over Max)	Total Green Circled (Under Min)
6	42.86%							
2	14.29%							
2	14.29%							
2	14.29%							
2	14.29%	ADMINISTRATION & CORPORATE	14	\$ 1,049,464.00	1.515%	\$ 15,899.38	\$ 1,386.60	\$ 5,720.00

Employee edits/addit.ED* worksheet for total EE analysis. You can sort by any heading once you unprotect the worksheet. Protect the worksheet once you are done editing/sorting.

												Information Based from Today: 12/12/19									
EE	EE Last	MI	EE First	Department	Grad	Age	Tenure	Annul	Hrly	Annul	Hrly	Midpoint	Annul	Vlty	Annual Wage	EE	Compa	Range	Red Circled	Green Circle	
1	Gurley	Todd		Admin/Corp	12	42.67	5.56	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$13.00	40.00	\$27,040.00	\$21,840	61.90%	26.19%	\$0.00	\$5,720.00	
2	Chubb	Nick		Admin/Corp	42	46.38	3.67	\$125,170	\$60.18	\$208,615	\$100.30	\$166,892.50	\$61.95	40.00	\$128,024.00	\$83,445	76.71%	3.42%	\$0.00	\$0.00	
3	Cook	Dalvin		Admin/Corp	12	55.89	9.96	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$16.35	40.00	\$34,008.00	\$21,940	77.86%	5.71%	\$0.00	\$0.00	
4	Barkley	Saquon		Admin/Corp	12	59.31	33.03	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$17.96	40.00	\$37,168.00	\$21,840	85.05%	20.10%	\$0.00	\$0.00	
5	Fournette	Leonard		Admin/Corp	12	66.16	22.86	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$18.07	40.00	\$37,585.60	\$21,840	86.05%	22.10%	\$0.00	\$0.00	
6	Hopkins	DeAndre		Admin/Corp	12	37.82	3.63	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$18.76	40.00	\$39,020.80	\$21,840	89.33%	28.67%	\$0.00	\$0.00	
7	Conner	James		Admin/Corp	33	62.10	28.43	\$52,360	\$25.17	\$87,265	\$41.95	\$69,812.50	\$30.29	40.00	\$63,003.20	\$34,905	90.25%	30.49%	\$0.00	\$0.00	
8	Mason	Joe		Admin/Corp	12	62.40	16.01	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$19.31	40.00	\$40,864.80	\$21,940	91.95%	33.90%	\$0.00	\$0.00	
9	Elliott	Ezekiel		Admin/Corp	41	25.73	15.00	\$104,310	\$50.15	\$173,845	\$83.58	\$139,077.50	\$68.00	40.00	\$114,140.00	\$69,535	101.70%	53.40%	\$0.00	\$0.00	
10	Kamara	Alvin		Admin/Corp	12	61.80	22.25	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$22.79	40.00	\$47,403.20	\$21,840	108.52%	67.05%	\$0.00	\$0.00	
11	Johnson	David		Admin/Corp	42	45.73	3.69	\$125,170	\$60.18	\$208,615	\$100.30	\$166,892.50	\$68.04	40.00	\$183,123.20	\$83,445	109.73%	65.45%	\$0.00	\$0.00	
12	McVay	LeVone		Admin/Corp	12	34.90	2.76	\$104,310	\$50.15	\$173,845	\$83.58	\$139,077.50	\$68.73	40.00	\$173,296.40	\$83,445	109.73%	65.45%	\$0.00	\$0.00	
13	Jones	Julio		Admin/Corp	12	36.55	4.28	\$32,760	\$15.75	\$54,600	\$26.25	\$43,680.00	\$23.28	40.00	\$48,422.40	\$21,840	110.86%	71.71%	\$0.00	\$0.00	
14	McCaigree	Christian		Admin/Corp	31	60.27	18.84	\$141,000	\$19.71	\$88,335	\$32.85	\$54,687.50	\$32.52	40.00	\$68,126.00	\$27,335	127.54%	105.97%	\$1,386.60	\$0.00	

COST SUMMARY

Our rate structure for The City of Emporia, KS is designed based on estimated project time and level of expertise required to complete each service.

RFP Scope of Work:

Items A & B. Compensation System & External Market Analysis

\$79,500.00

- Review/engage with The City documents
 - Background information:
 - Organization charts, personnel policies/rules review
 - Position descriptions – review, clarification, interviews, updates
 - 261 FTE | 10 Depts. | 144 Unique Positions | 30 Current Pay Grades
- Review/create recommended classification structure for all The City positions
 - Consistent, consolidated structure
 - Allows for department/division analysis as well as organizational wide
- Review/complete a Point Factor Analysis (PFA) of compensable factors of current job descriptions
 - Knowledge, guidelines and complexity
 - Supervisory control
 - Scope and effect
 - Personal contacts and purpose of contacts
 - Physical demands and work environment
- Establish pay grades and distinguish between non-exempt, exempt, and executive pay grades
- Establish benchmark salaries for job grades
- Calculate the pay spread within each pay grade
- Identify pay range quartiles and guidelines to assist staff with starting pay/criteria
- Ensure the pay range minimums reflect mandated requirements under the FLSA
- Revise/develop written compensation and wage policy
- Conduct and present employee compensation analysis with recommendations
 - green/red circled employee analysis
 - pay compression analysis
 - pay equity analysis
 - labor cost/budget analysis
- Deliverables (digital/electronic copies):
 - Final written report and presentation of the plan to appropriate parties
 - Methodologies, findings, conclusions and recommendations
 - Compensation Administration Workbook
 - Workforce Planning Dash Board
 - Workforce Summaries

- Employee Gender Summary
 - Employee Tenure Summary
 - Employee Age Summary
 - Department Summary
- Current Wage Summary
- Wage Increase Impact Projections
- PFA Summary
- Grade Conversion Table
- Wage Survey Summary
- Job Classification Pay Scales
- Compa-Ratio / Wage Penetration / Pay Grade Quartile Rankings
- Employee Analysis Findings
 - Green/Red Circled Employee Analysis
 - Pay Compression Analysis
 - Pay Equity Analysis
 - Labor Cost/Budget Analysis
- Written Wage and Salary Administration Policy and Related Forms
 - Objectives
 - Procedures
 - Pay Increases
 - Pay for Performance OR Merit Increases
 - Cost of Living Adjustment (COLA)
 - Promotions
 - Reclassifications
 - Transfers
- Related Forms
 - Payroll Change Form

Compensation Plan – Annual Support

\$7,950.00 annually

- TAG offers follow up, maintenance, support and analysis
 - Point Factor Analysis for new and/or updated position descriptions
 - Update salary survey data points



Study Session Report

Title: Review Proposed changes to the Housing Development and Rural Housing Incentive District (RHID) Policy.

Proposed Agenda Date: December 7, 2022

Presented By: Jim Witt, Special Projects Manager

BACKGROUND:

City staff has compiled a series of proposed changes based on the adoption of Charter Ordinance #41 on the above policy which allows the City to use its bonding authority to assist in the development of housing projects within the community.

DISCUSSION:

The City would issue GO bonds to be reimbursed via the RHID process. The proposed changes also include modifications related to clarify the previous policy

FINANCIAL CONSIDERATIONS:

As stated previously debt issued by the City would be reimbursed by the developer.

OTHER CONSIDERATIONS:

None

RECOMMENDED ACTION:

Authorize staff to proceed to bring forward for adoption.

ATTACHMENTS:

Housing RHID Incentive Revisions.



Subject: Housing Development and Rural Housing Incentive District Policy	Issued by: City Commission Resolution No. 3642	Effective Date: 4/21/2021
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1-12 HOUSING DEVELOPMENT AND RURAL HOUSING INCENTIVE DISTRICT POLICY

A. BACKGROUND

The Emporia City Commission regularly receives requests for City assistance in promoting and developing additional housing units through utilization of Rural Housing Incentive District (RHID) tools, infrastructure funding, and other incentives. The City Commission from time to time sets goals and incentives based on recent studies, such as the **most recent** Lyon County Housing Study, that identify specific needs and shortages in community housing supply.

B. PURPOSE

It is the purpose of this policy to set forth certain criteria for application and utilization of RHID and other incentives as provided for in Kansas Statutes based on identified community housing needs.

C. POLICY

I. **Priority Housing Types**

Section 1: Allowable Housing Types

The following owner-occupied housing types shall be allowed to utilize the RHID incentive as provide for in Kansas Statutes:

1. Single family detached residential structures,
2. Single family attached residential structures,
3. Duplex residential structures,
4. Townhouses,
5. Condominiums,
6. Garden/patio homes,
7. **Senior living complexes** and
8. Any residential structure comparable in density to those outlined above and consistent with adopted building and zoning regulations.

The housing types shall be defined by the adopted building and zoning regulations of the City of Emporia in effect at the time an application for the RHID program is received by the City Manager's office.

Section 2: Exceptions

The City shall consider investor owned multifamily and multistory residential structures as part of a planned integrated development for a strategic purpose meeting a Commission goal. This may include, but is not limited to, ~~senior living complexes~~, targeted income markets, special needs housing, and upper story residential as permitted under the Rural Housing Incentive District.

II. Proposals and Pre-Qualifying Assessment

Proposals for City assistance in the creation of residential subdivisions/buildings shall submit a proposal to the City Manager's office. Proposals shall be based on an identified community need at the time of application, such as those defined in the **most recent** housing study or other adopted City Commission goals or policies. Proposals shall include the following information:

1. The names of the business entity and its primary owners/partners seeking city assistance.
2. The location of the development on a map which clearly outlines the parcel to be developed.
3. The number of building lots to be created.
4. The type of housing units or mixture thereof to be included in the development.
5. The estimated market cost of housing units to be constructed.
6. A third-party analysis including the financial feasibility of the project in retiring the RHID debt and the projected construction pace of development. All housing types noted under Section I (1): Allowable Housing Types shall include a **platted** lot absorption schedule as part of the third-party analysis. For developments with a target market price below \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first three (3) years of the project. For developments with a target market price over \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first five (5) years of the project.
7. A covenant deed restriction shall be filed with the Register of Deeds and the City Clerk guaranteeing no additional lot splits must be submitted prior to the passage of the ordinance granting RHID status.
8. All proposals shall be accompanied by a \$1,000 non-refundable evaluation fee. If the proposal is approved by the City Commission and a development agreement is executed that involves periodic payments or reimbursements from the City, there shall be a 3% administrative fee attached to all **property tax transactions involving the reimbursement of RHID funds.**
9. All City assistance regarding infrastructure shall utilize the City's public bidding process. Plans and specs for infrastructure improvements must be consistent with adopted City policies and ordinances. **Waivers to this requirement may be granted on a case-by-case basis by the City Commission.**

III. Phasing and Development Agreements

The City and the developer shall enter into a negotiated Development Agreement which shall contain, but not be limited to, the following elements:

1. ~~Projected target prices for the residential units to be constructed.~~
2. Phasing of development in terms of the number of units to be completed each year and a projected buildout year.

3. A claw-back provision related to any City assistance, if provided, based on agreed upon goals regarding unit completions that are not met. Claw-back provisions are to be negotiated on a project-by-project basis.
4. The City reserves the right to decline the establishment of a district if the target pricing does not meet a recognized need in the community as identified and adopted by the City Commission.
5. The financing method shall be clearly defined in accordance with approved City alternatives as outlined in Section V.
6. If RHID bonds, as authorized by Kansas Statutes, are to be utilized, the applicant shall work with a bond attorney selected by the City of Emporia for the issuance of said bonds. **The cost of issuance shall be borne by the developer builder of the RHID project.**
7. A development guaranty of twenty five percent (25%) of the total public infrastructure **and engineering** costs shall be required of the applicant before the city proceeds to issue public financing under the 6A special assessment/RHID, **RHID statutory bonds or general obligation bonds alternatives.** This amount shall be refunded to the developer once thirty- five percent (35%) of the lots contain a completed residential structure and a Certificate of Occupancy is issued by the City Building Inspection Department. **This requirement may be waived by the City Commission.**
8. ~~The City shall require three (3) years of special assessment obligations to be accumulated before reimbursing a developer and/or builder for eligible expenses incurred under the 6A special assessment alternative/ RHID alternative.~~
9. Special assessment utilizing the 6A/RHID alternative shall be calculated and assigned to each lot in an approved subdivision. It shall be the developer's responsibility to inform the buyer of a lot of this assessment and the method they will be administered.

IV. Land/Location

The developer/builder shall be solely responsible for the purchase of the land to be designated as an RHID district. Proposed districts shall be located adjacent or within 200 feet of an existing city street or paved street for consideration. For land outside of the existing City limits a petition for annexation consistent with Kansas Statutes shall be made concurrent with the request for the establishment of an RHID.

The City may include the purchase price of the property to be developed in accordance and compliant with state statutes.

Reclamation of floodplain zones as designated by federal programs is not allowed as a RHID eligible expense.

Section 1: Location

All area included within the incorporated city limits as defined by ordinance are eligible for RHID designation after being approved by the Kansas Department of Commerce (KDOC). Existing RHID eligible areas, as approved by KDOC, are attached as Exhibit A.

Designation of an area presently not within the corporate boundaries of the community cannot be declared an RHID district by the city until annexation is completed. Applicants should set aside an additional **6-9** months in their planning timeline to accommodate this situation.

V. FINANCIAL ALTERNATIVES

The following is a nonexclusive listing of some financial alternative available to the City regarding RHID developments and related scenarios to assist in addressing the need for new housing units.

1. Utilize existing policy requiring private financing for all RHID development requests.
2. Issue RHID bonds as permitted under the Kansas Rural Housing Incentive District Statutes in conjunction with local financial institutions.
3. Utilize Kansas Statute 12-6a01-17 to establish a special assessment district and create a Rural Housing Incentive District (RHID). The incremental tax revenue received via the RHID would then be utilized for debt retirement for bonds issued in conjunction with a development, reimburse the city account used to fund the initial construction and reimburse developer/builder eligible expenses.
4. The City may buy a tract of land and finance the acquisition and construction of infrastructure via an RHID district. The City can then plan and develop the tract and enter into any private development agreements necessary to meet the housing goals established by the Commission.
5. Issue General Obligation bonds as provided for in Charter Ordinance #41 for infrastructure and related RHID costs. This alternative shall only be used in RHID districts approved by the Kansas Department of Commerce.
6. ~~Provide financial assistance in an amount to be determined to buyers within an RHID with a target price not to exceed \$250,000. Access to state/federal funding may be used to provide this incentive or a portion thereof.~~

Study Session Report

Title: Building Permit Fee Increase

Proposed Agenda Date: December 7, 2022

Presented By: Kory Krause, Director of Building & Neighborhood Development

BACKGROUND:

Permitting fees are a means of obtaining a city permit for building, construction, remodeling, and for mechanical, electrical, and plumbing within Emporia's city limits. Emporia's permitting fees were last increased by ordinance in 1983 with the implementation in 1984.

At our last Buildings Trade Board meeting (October 24, 2022), I brought up the possibility of a fee increase due to the fact that the fee schedule was last updated in 1984. I informed the board that I would calculate increases of 10%, 12.5%, and 15% to our current fee schedule. I would send the information to the board members and for the board members to get back with let me on what the board thought would be an acceptable increase. It was unanimous that the permit fee schedule is updated to reflect a 15% increase and start the increase on January 1, 2023. Also, to raise the mechanical, electrical, and plumbing permit fees from \$15.00 per inspection to \$30.00.

DISCUSSION:

N/A

FINANCIAL CONSIDERATIONS:

In 2021, Code Services operated in the red by 40%.

OTHER CONSIDERATIONS:

38 years without a single increase in our permitting fees, yet the cumulative price increase from 1984 to 2022 is at 186.83%.

RECOMMENDED ACTION:

To forward the permit fee increase to an ordinance for acceptance at the next commission meeting.

ATTACHMENTS:

Comparison of current fees and proposed fees.

Current permit and inspection fee table.

Proposed permit and inspection fee table.

Valuation of job in which the permit fee is based on.	\$2,000.00	\$25,000.00	\$50,000.00	\$100,000.00	\$150,000.00	\$250,000.00	\$500,000.00	\$1,000,000.00	\$22,000,000.00
Cost of current permit fee.	\$45.00	\$252.00	\$414.50	\$639.50	\$814.50	\$1,164.50	\$2,039.50	\$3,539.50	\$45,539.50
Cost of proposed permit fee with the 15% increase.	\$51.75	\$289.90	\$476.68	\$735.43	\$936.68	\$1,339.18	\$2,345.43	\$4,070.43	\$52,370.43
Permit fee increase over current fees. Difference	\$6.75	\$37.90	\$62.18	\$95.93	\$122.18	\$174.68	\$305.93	\$530.93	\$6,830.93

Mechanical, Electrical, Plumbing \$15.00 per Inspection.

Building Trades Board recommended going to \$30.00 per Inspection.

Installation of Solar Panel Array's \$15.00 for an electrical inspection.

Installation of Solar Panel Array's \$250.00 one time permit fee.

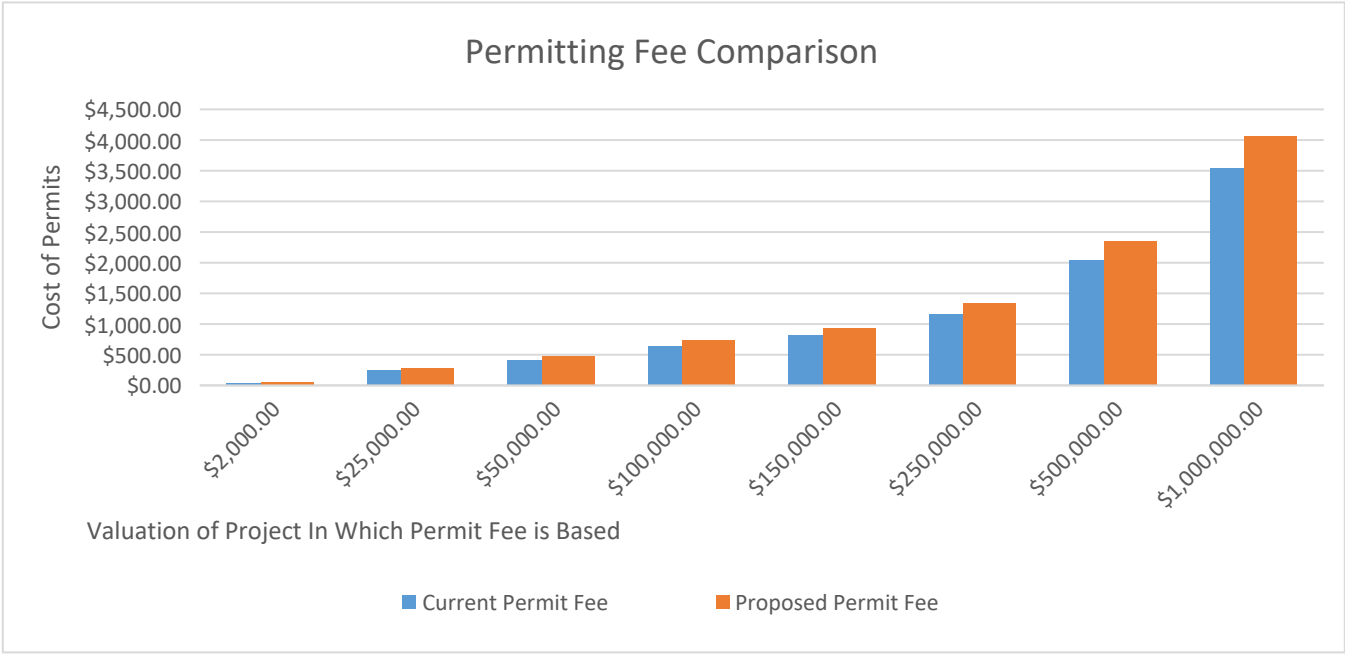


TABLE 4 (A)
PERMIT AND INSPECTION FEES

1. Building Permits

<u>Total Valuation</u>	<u>Fee</u>
\$1.00 to \$500.00	\$15.00
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00 of fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$2,039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$3,539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.

2. Permits, other than those covered under building permits. Each Required Inspection \$15.00
Fee is assessed by the number of inspections required.

3. Outside of normal business hours. Each Inspection \$40.00

4. Re-inspection (due to incomplete or code violations) Each Inspection \$50.00

5. Plan review charges are included in our valuation fees unless, due to time restraints or complexity of the plans, code services shall send the plans to the International Code Council for review. In that case the cost will be based on ICC's review fee.

Section 5 through Section 12. Reserved.

TABLE 4 (A)
PERMIT AND INSPECTION FEES

1. Building Permits

<u>Total Valuation</u>	<u>Fee</u>
\$1.00 to \$500.00	\$17.25
\$501.00 to \$2,000.00	\$17.25 for the first \$500.00 plus \$2.30 for each additional \$100.00 of fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$51.75 for the first \$2,000.00 plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$289.80 for the first \$25,000.00 plus \$7.48 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$476.68 for the first \$50,000.00 plus \$5.18 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$735.43 for the first \$100,000.00 plus \$4.03 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$2,345.43 for the first \$500,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$4070.43 for the first \$1,000,000.00 plus \$2.30 for each additional \$1,000.00 or fraction thereof.

2. Permits, other than those covered under building permits. Each Required Inspection **\$30.00**
Fee is assessed by the number of inspections required.

3. Outside of normal business hours. Each Inspection **\$50.00**

4. Re-inspection (due to incomplete or code violations) Each Inspection \$50.00

5. Solar panel installation and plan review. \$250.00 per permit application

6. Plan review charges are included in our valuation fees unless, due to time restraints or complexity of the plans, code services shall send the plans to the International Code Council for review. In that case the cost will be based on ICC's review fee.

Section 5 through Section 12. Reserved.