



**MEETING OF THE CITY COMMISSION - AGENDA
WEDNESDAY, DECEMBER 20, 2023 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Susan Brinkman

MEMBERS PRESENT

Vice Mayor Becky Smith
Commissioner Danny Giefer
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. Please state your name and address prior to making comments.

NEW BUSINESS

1) Public Hearing for Budget Amendment.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Conduct Public Hearing for Budget Amendment.

2) Ordinance No. 23-37 to Amend the 2023 Budget.

Presented by: Janet Harrouff, Director of Administrative Services

Recommended Action: Approve Ordinance No. 23-37 to Amend the 2023 Budget.

3) Appoint City Appointee to Emporia Enterprises.

Presented by: Mayor Susan Brinkman and Vice Mayor Becky Smith

Recommended Action: Approve Appointment of Tyler Curtis as City Appointee to Emporia Enterprises.

4) Appoint City Appointee to the Regional Development Association.

Presented by: Commissioner Sauder and Commissioner Danny Giefer

Recommended Action: Approve Appointment of Brad Kraft as City Appointee to the Regional Development Association.

5) Appoint Member to the MUPP Board.

Presented by: Mayor Susan Brinkman

Recommended Action: Approve Appointment of Eric Paul to the MUPP Board.

6) Appoint Members to the Golf Advisory Board.

Presented by: Commissioner Jamie Sauder and Commissioner Erren Harter

Recommended Action: Approve Appointment of Eli Fowler and Gary Nicolet to the Golf Advisory Board.

7) **Resolution 3715 In Support of Access to Materials and Information at the Emporia Public Library.**

Presented by: Christina Montgomery, City Attorney

Recommended Action: Approve Resolution 3715 In Support of Access to Materials and Information at the Emporia Public Library.

8) **Resolution No. 3716 Authorizing City Staff to Publish Notice of Proposed Transfer of Public Park Property to the Emporia Land Bank.**

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Approve Resolution No. 3716 Authorizing City Staff to Publish Notice of Proposed Transfer of Public Park Property to the Emporia Land Bank.

9) **Resolution No. 3717 Authorizing Drawdown of \$250,000.00 from the Kahola Fund to Pay for Improvements to the Emporia Park System.**

Presented by: Mark Detter, Assistant City Manager

Recommended Action: Approve Resolution No. 3717 Authorizing Drawdown of \$250,000.00 from the Kahola Fund to Pay for Improvements to the Emporia Park System.

10) **Southeast Transmission Main Supplemental Agreement No. 1 with BG Consultants.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve Southeast Transmission Main Supplemental Agreement No. 1 with BG Consultants.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits
- 2) November Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) City Commission Meeting Minutes for December 6, 2023.
- 2) 2024 Maintenance Contract with Emporia Public Library.
- 3) Ordinance No. 23-38 for Water Rate Increase.
- 4) Agreement with Rural Fire District No. 4.
- 5) Resolution No. 3718 for 5-Year Solid Waste Management Plan.
- 6) Resolution No. 3719 for Official Boundary List.
- 7) Resolution No. 3720 for New Golf Rate Structure.
- 8) Mahtropolis Addition Utility Easement Agreement.
- 9) KDOT Transportation Alternatives Agreement.
- 10) Award Mechanic Street Parking Lot Improvement Lighting to Schumann Electric.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

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

EXECUTIVE SESSION

- 1) AN EXECUTIVE SESSION FOR CONSULTATION WITH AN ATTORNEY FOR THE PUBLIC BODY OR AGENCY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP. K.S.A. 75-4319(B)(2) IS THE AUTHORITY FOR THIS RECESS INTO EXECUTIVE SESSION.

Recess into executive session for consultation with the City Attorney regarding a legal matter for 20 minutes and to invite Tayler Wash, Special Projects Director and stating at which time the open meeting will resume.

ADJOURNMENT

RECESS

NO STUDY SESSION



Commission Action Report

Public Hearing for Budget Amendment

Title: Public Hearing for Budget Amendment

Agenda Date: December 20, 2023

Presented By: Janet Harrouff, Director of Finance

BACKGROUND:

The 2023 expenditures of six budgets; Multi Year, Library, Drug Forfeiture, Water, Wastewater, and Equipment Reserve Funds will exceed the 2023 adopted budget amount. A Public hearing will need to be held and then an ordinance approved.

DISCUSSION:

A notice was published in the Emporia Gazette on Saturday, December 9, 2023, 10 days prior to the Public Hearing as required by state statute. More projects were paid for from the Multi-Year fund and handled than originally budgeted. The library fund received more Ad Valorem Taxes which were paid to the library. The Drug Forfeiture fund received larger revenues and spent the money on needed equipment. The Water fund received bond proceeds and incurred higher maintenance costs due to major water main breaks and electricity costs. The wastewater fund received bond proceeds and incurred higher maintenance costs due to sewer main repairs. Solid waste equipment purchases from 2022 and corresponding money were deposited into the Equipment Reserve fund which increased the expenses once the equipment was received in 2023.

FINANCIAL CONSIDERATIONS:

Expenditure cannot exceed budget authority.

RECOMMENDED ACTION:

Conduct Public Hearing for Budget Amendment.

ATTACHMENTS:

Ordinance

2023

**Amended
Certificate
For Calendar Year 2023**

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

			2023 Amended Budget		
			Amount of 2022 Tax that was Levied	Adopted 2023 Expenditures	Proposed Amended 2023 Expenditures
Table of Contents:		Page No.			
Fund	K.S.A.				
Multi Year		1		3,318,463	6,590,011
Library	12-1220	2	2,015,790	1,083,053	1,107,829
Drug Forfeiture		3		39,869	91,220
Water		4		9,473,857	14,060,737
Wastewater		5		7,691,438	16,177,884
Equipment Reserve		6		751,000	1,271,000
Totals		xxxxxxx	2,015,790	22,357,680	39,298,681
Summary of Amendments		0			

Attested date: _____

County Clerk

Assisted by: _____

Address: _____

Email: _____

Governing Body

CPA Summary

City of Emporia

2023

Adopted Budget

Multi Year	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	253,463	3,060,011
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Transfer from General Sales Tax	3,060,000	3,360,000
Interest on Idle Funds	5,000	170,000
Total Receipts	3,065,000	3,530,000
Resources Available:	3,318,463	6,590,011
Expenditures:		
Projects	3,268,463	6,340,011
Transfer to Land Bank	50,000	50,000
Transfer to Storm Water	0	100,000
Transfer to Special Street		100,000
Total Expenditures	3,318,463	6,590,011
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Emporia

2023

Adopted Budget

Library	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Ad Valorem Tax	977,638	989,414
Delinquent Tax	15,000	28,000
Motor Vehicle Tax	94,526	94,526
Recreational Vehicle Tax	1,073	1,073
16/20M Vehicle Tax	478	478
Commerical Vehicle Tax	3,595	3,595
Watercraft Tax	243	243
Neighborhood Revitalization Rebate	-9,500	-9,500
Interest on Idle Funds		
Total Receipts	1,083,053	1,107,829
Resources Available:	1,083,053	1,107,829
Expenditures:		
Appropriation	1,083,053	1,107,829
Total Expenditures	1,083,053	1,107,829
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Emporia

2023

Adopted Budget

Drug Forfeiture	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	34,819	83,820
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Receipts from Drug Forfeiture	5,000	5,000
Interest on Idle Funds	50	2,400
Total Receipts	5,050	7,400
Resources Available:	39,869	91,220
Expenditures:		
Commodities	5,000	5,000
Other Charges		86,070
Contractual		150
Special Projects	34,869	
Total Expenditures	39,869	91,220
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Emporia

2023

Adopted Budget

Water	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	2,860,169	2,452,274
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sale of Water	6,593,612	7,784,083
Service Charge and Penalties	195,000	195,000
Reimbursed Expense	2,000	30,000
Trf from Industrial Fund	350,000	350,000
Miscellaneous	2,100	2,100
Sale of Bond		3,185,000
Interest on Idle Funds	6,000	100,000
Total Receipts	7,148,712	11,646,183
Resources Available:	10,008,881	14,098,457
Expenditures:		
Salaries	1,088,120	1,200,000
Maintenance & Repair	765,050	2,400,000
Commodities	1,234,350	1,600,000
Other Charges	246,320	246,320
Capital Outlay	630,000	630,000
Debt Payment	2,060,289	2,060,289
Contractual Services & Other	1,826,128	1,826,128
Special Project	1,000,000	
Transfer to Project Fund	0	3,400,000
Transfer to Equipment Reserve Fund	45,000	45,000
Utilities	578,600	653,000
Total Expenditures	9,473,857	14,060,737
Unencumbered Cash Balance December 31	535,024	37,720

CPA Summary

City of Emporia

2023

Adopted Budget

Wastewater	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	2,233,814	2,087,628
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales/Charges	5,900,000	6,200,000
Extra Strength Surcharge	111,900	175,000
New Taps	1,000	1,000
Sales of Bonds		6,320,000
Miscellaneous	1,000	1,000
Trf to Projects		1,787,000
Interest on Idle Funds	3,000	82,000
Total Receipts	6,016,900	14,566,000
Resources Available:	8,250,714	16,653,628
Expenditures:		
Salaries	1,086,353	1,300,000
Maintenance & Repair	385,250	825,000
Commodities	259,250	840,000
Other Charges	185,850	185,850
Capital Outlay	493,000	493,000
Debt Payment	2,881,585	2,881,585
Contractual Services & Other	877,650	877,650
Special Project	1,000,000	
Transfer to Project Fund		8,252,299
Transfer to Equipment Reserve Fund		
Utilities	522,500	522,500
Total Expenditures	7,691,438	16,177,884
Unencumbered Cash Balance December 31	559,276	475,744

CPA Summary

City of Emporia

2023

Adopted Budget

Equipment Reserve	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	334,000	335,168
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Transfer from General	264,500	264,500
Transfer from Water	45,000	45,000
Sale of Assets	107,500	
Transfer from Solid Waste		770,000
Interest on Idle Funds		
Total Receipts	417,000	1,079,500
Resources Available:	751,000	1,414,668
Expenditures:		
Lease Payments	317,529	417,529
Extra Payments	433,471	433,471
Equipment Purchase		420,000
Total Expenditures	751,000	1,271,000
Unencumbered Cash Balance December 31	0	143,668

CPA Summary



Column

AFFIDAVIT OF PUBLICATION

See Proof on Next
Page

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

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Dec. 9, 2023

Notice ID: TUCK5WrkSLWy4RB8zTkw

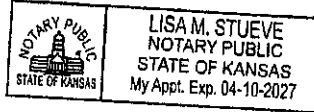
Notice Name: 2023 Budget Amendment

PUBLICATION FEE: \$63.27

Bettina Shank
Operations Manager

VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

11th day of December, A.D. 2023.

[Signature]
Notary Public

Rate of Kansas
Amendment
2023

Notice of Budget Hearing for Amending the
2023 Budget
The governing body of
City of Kansas
will meet on the day of December 20, 2023 at 1:00 pm at Civic Building, City Commission Meeting Room for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.
Detailed budget information is available at City Manager's Office 522 Main Street
and will be available at this hearing.

Summary of Amendments				
Fund	2023 Amended Budget			2023 Proposed Amended
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	Expenditures
Police	5.067	2,015,290	3,518,460	5,490,911
Library			1,089,663	1,097,822
Drug Enforcement			32,869	71,226
Water			5,472,857	14,066,537
Wastewater			7,691,418	18,177,884
Industrial Services			151,026	1,317,000

Janet L. Harrell
Official Title: Director of Finance

ORDINANCE NO. 23-37

AN ORDINANCE AMENDING THE 2023 BUDGET.

WHEREAS, the City of Emporia published a Notice of Public Hearing to receive public input on the Amendment to the 2023 Budget on December 9, 2023, in the Emporia Gazette; and

WHEREAS, a public hearing was held on December 20, 2023, after 11:00 a.m., at the City Commission Meeting Room, Municipal Court, Emporia, KS for the purpose of obtaining public input on the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY:

Section 1. The City Commission of the City of Emporia, Kansas held a public hearing to receive public comments on the Amendment to the 2023 municipal budget on December 20, 2023, which hearing was publicized in the local media as to the date, time, and place.

Section 2. After careful deliberation, the City Commission has approved the proposed budget amendments: Multi-Year, Library, Drug Forfeiture, Equipment Reserve, Water and Wastewater funds.

Section 3. Interested persons can address questions or comments concerning the 2023 budget to the City Manager's Office, 104 E 5th Avenue, 2nd Floor, Emporia, Kansas 66801.

Section 4. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 20th day of December 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Appoint City Appointee to the Emporia Enterprises

Title: Appoint City Appointee to the Emporia Enterprises

Agenda Date: December 20, 2023

Presented By: Mayor Brinkman and Vice Mayor Smith

Background:

Emporia Enterprises requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Mayor Susan Brinkman and Vice Mayor Smith.

Interviewing Commissioners recommend the appointment of Tyler Curtis for a three-year term ending on December 31, 2026.

Recommended action:

Approve the appointment of Tyler Curtis as City Appointee to the Emporia Enterprises.

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, November 20, 2023 2:02:26 PM

Board Application Form

Select the Board, Commission, or Committee applying for Emporia Enterprises, Multi-Use-Path Planning Board

Personal Information

First Name	Tyler
Last Name	Curtis
Address1	2714 Crestview Dr. Ct.
Address2	<i>Field not completed.</i>
City	Emporia
State	KS
Zip	66801
Home Phone Number	6204124013
Business Address	same
Business Phone Number	7852302050
Occupation	Nonprofit Administration
Email Address	Ktylercurtis@gmail.com

Residency Information

Length of Residency in Emporia	13 years
Are you a registered voter	Yes

Education and Hobbies

High School	Liberal High School
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College	Emporia State University
Trade or Business School	Notre Dame - Executive Certificate in Nonprofit Leadership
Hobbies	cycling, music
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Emporia Enterprises
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Emporia Main Street (Past President)
Please, list organization memberships and positions held.	SOS - Vice Chair Emporia First United Methodist Church - Lay Leader Crosswinds - Campaign Co-Chair Emporia Main Street - Past President Emporia Lions Club - Past President Emporia Granada Theatre - Past Board of Directors
Please, list areas of special interest.	Eco-Devo Promoting Emporia / Lyon County Building partnerships between community and ESU/FHTC/USD 253
Please, enter basic resume information below.	Kansas Methodist Foundation - Chief Development Officer - 2021-present ESU - Asst. VP of University Advancement - 2017-2021 ESU - Executive Director of Alumni Relations - 2010-2017 ESU - Legislative Liaison - 2010-2013 Teacher and Principal before then from 2002-2010 (Topeka Seaman and Atchison)
Please, enter why you would like to be a member of this board or commission.	I've enjoyed my first term on Emporia Enterprises. I've been active with several projects, including an effort to enter into marketing agreements with property owners who hold property ideal for industrial use and expansion. This tactic allows us to market land for industrial development without incurring the expense of securing and maintaining those assets. I also serve on the People Recruitment Committee, an effort with RDA and the Chamber. I have worked on those strategies and look forward to implementing them to benefit the community.

Related to MUPP, I'm an active cyclist and want our city to have the best opportunities for cyclists possible. I'm also an advocate for anything outdoors - walking, hiking, etc.

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Commission Action Report

Appoint of City Appointee to the Regional Development Association

Title: Appoint City Appointee to the Regional Development Association

Agenda Date: December 20, 2023

Presented By: Commissioner Jamie Sauder and, Commissioner Danny Giefer

Background:

The Regional Development Association requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Commissioners Jamie Sauder and Danny Giefer.

Interviewing Commissioners recommend the appointment of Brad Kraft for a three-year term ending December 31, 2026.

Recommended action:

Approve the appointment of Brad Kraft as City Appointee to the Regional Development Association.

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, November 13, 2023 3:06:39 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Regional Development Association of East Central Kansas
Board

Personal Information

First Name	bradley
Last Name	kraft
Address1	2200 E Bayfront court
Address2	<i>Field not completed.</i>
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	6203427320
Business Address	428 Peyton Street
Business Phone Number	6203427320
Occupation	Manager
Email Address	brad.kraft@hopkinsmfg.com

Residency Information

Length of Residency in Emporia	23
Are you a registered voter	Yes

Education and Hobbies

High School	yes
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College	yes
Trade or Business School	Hopkins Manufacturing Corporation
Hobbies	outdoor activities, volunteering
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Hopkins Manufacturing Corporations, Jayhawk Area Council Boy Scouts, ESU Business Advisory Council, EHS Advisor, Auto Care Association,
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Currently RDA, former United Way, Flint Hills Technical College,
Please, list organization memberships and positions held.	see above
Please, list areas of special interest.	business and helping community
Please, enter basic resume information below.	Hopkins Manufacturing Corporation CEO since 2000, prior President, VP and CFO positions - see https://www.linkedin.com/in/brad-kraft-14886413/
Please, enter why you would like to be a member of this board or commission.	continue with efforts provided during first term on RDA

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Commission Action Report

Appoint Member to the MUPP Board

Title: Appoint Member(s) to the MUPP Board

Agenda Date: December 20, 2023

Presented By: Mayor Susan Brinkman

Background:

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

Discussion:

Applications were received, and interviews were conducted by Mayor Susan Brinkman.

Interviewing Commissioners recommend the appointment of Eric Paul for a 3-year term ending on December 31, 2026.

Recommended action:

Approve the appointment of Eric Paul to the MUPP Board.

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, October 26, 2023 1:31:21 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Multi-Use-Path Planning Board

Personal Information

First Name	Eric
Last Name	Paul
Address1	1702 W 13th Ave
Address2	W 13th Ave
City	Emporia
State	KS
Zip	66801
Home Phone Number	303.994.7909
Business Address	1702 W 13th Ave
Business Phone Number	303.994.7909
Occupation	IT Admin
Email Address	ontheroaderic@gmail.com

Residency Information

Length of Residency in Emporia	1 year
Are you a registered voter	Yes

Education and Hobbies

High School	East High, Pueblo, CO
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College	University of Colorado, Boulder, CO
Trade or Business School	<i>Field not completed.</i>
Hobbies	Cycling, gardening, reading, spending time with family.
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please, list organization memberships and positions held.	<i>Field not completed.</i>
Please, list areas of special interest.	<i>Field not completed.</i>
Please, enter basic resume information below.	20+ years of experience in commercial printing, including design, estimating, IT administration and managing/training of other employees.
Please, enter why you would like to be a member of this board or commission.	I would very much like to help improve Emporia's cycling and pedestrian infrastructure.

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Commission Action Report

Appoint Member(s) to the Golf Advisory Board

Title: Appoint Member(s) to the Golf Advisory Board

Agenda Date: December 20, 2023

Presented By: Commissioner Jamie Sauder & Commissioner Erren Harter

Background:

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

Discussion:

Applications were received, and interviews were conducted by Commissioner Jamie Sauder and Commissioner Erren Harter.

Interviewing Commissioners recommend the appointment of Eli Fowler and Gary Nicolet for a 4- year term ending December 31, 2027.

Recommended action:

Approve the appointment of Eli Fowler and Gary Nicolet to the Golf Advisory Board.

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Wednesday, December 6, 2023 6:50:10 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Golf Advisory Board

Personal Information

First Name Eli

Last Name Fowler

Address1 202 Hackberry

Address2 *Field not completed.*

City Americus

State KS

Zip 66835

Home Phone Number 16207948532

Business Address PO Box 306

Business Phone
Number 6207948532

Occupation Self Employed

Email Address hometown.management.1@gmail.com

Residency Information

Length of Residency in
Emporia 0

Are you a registered
voter Yes

Education and Hobbies

High School Chase County High School

College	NADC
Trade or Business School	FHTC
Hobbies	Golf
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please, list organization memberships and positions held.	<i>Field not completed.</i>
Please, list areas of special interest.	Golf
Please, enter basic resume information below.	Played a lot of golf growing up and I play a lot of golf out south since I have moved back to the area.
Please, enter why you would like to be a member of this board or commission.	I would like to see the golf course continue to be a great place to play and become even better for the future.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, November 17, 2023 9:03:54 AM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Golf Advisory Board

Personal Information

First Name	Gary
------------	------

Last Name	Nicolet
-----------	---------

Address1	1731 Hammond Drive, Emporia, KS, US
----------	-------------------------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	EMPORIA
------	---------

State	KS
-------	----

Zip	66801
-----	-------

Home Phone Number	913-645-6712
-------------------	--------------

Business Address	BNSF-retired
------------------	--------------

Business Phone Number	none
--------------------------	------

Occupation	engineer-retired
------------	------------------

Email Address	gdnic555@gmail.com
---------------	--------------------

Residency Information

Length of Residency in Emporia	7.5 years
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Are you a registered voter	Yes
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Education and Hobbies

High School	Great Bend HS
-------------	---------------

College	Barton County CC
Trade or Business School	<i>Field not completed.</i>
Hobbies	GOLF
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	filling in on a vacant position
Please, list organization memberships and positions held.	<i>Field not completed.</i>
Please, list areas of special interest.	GOLF
Please, enter basic resume information below.	I am a 68 year old retired male that golfs 4-5 times a week and well over 100 times a year.. i have been a member #outsouth for the last 6+ years and hope to have many years of good health to continue my passion for the game..
Please, enter why you would like to be a member of this board or commission.	I have been golfing for some 40+ years and was hooked from day one. Am very passionate about the game and play in about 20 tournaments throughout the state each year and love being involved in whatever is happening out at the Emporia Golf Course, which includes High School State tournaments, Jr programs, and all day to day activities..

Email not displaying correctly? [View it in your browser.](#)



Commission Action Report

Resolution 3715 In Support of Access to Materials and Information at the Emporia Public Library

Title: Resolution 3715 In Support of Access to Materials and Information
at the Emporia Public Library

Agenda Date: December 20, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The Emporia Public Library Director has requested a statement in support of access to materials and information from the City Commission.

Discussion:

Resolution 3715 recognizes the importance of reading, supports the rights of all people to access material and information at the Emporia Public Library, and supports the authority of the Library Board regarding selection of materials.

Financial considerations:

No City funding is required.

Recommended action:

Approve Resolution 3715 In Support of Access to Materials and Information at the Emporia Public Library.

Attachments:

Resolution 3715 In Support of Access to Materials and Information at the Emporia Public Library.

RESOLUTION NO. 3715

A RESOLUTION IN SUPPORT OF ACCESS TO MATERIALS AND INFORMATION AT THE EMPORIA PUBLIC LIBRARY

WHEREAS, the City of Emporia is committed to upholding the Constitutional rights of its citizens to the free exchange of ideas and access to knowledge and information;

WHEREAS, the freedom to read is essential to our democracy, and free expression is among our greatest freedoms;

WHEREAS, the role of libraries includes collecting and making available diverse works, information, and experiences reflective of many perspectives and expressions; and

WHEREAS, the Emporia Public Library has endorsed the Freedom to Read and Freedom to View statements, and the Emporia Public Library Board has adopted a Collection Development Policy which is available to the public; and

WHEREAS, the City of Emporia is committed to supporting open access to free inquiry at the Emporia Public Library.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the City of Emporia, Kansas supports the rights of all people to access a variety of materials and information in the Emporia Public Library; and

RESOLVED, that the City of Emporia upholds the authority of the Emporia Public Library Board regarding materials selection and endorses their efforts to protect access to materials and information.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 20th day of December, 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Resolution No. 3716 Authorizing City Staff to Publish Notice of Proposed Transfer of Public Park Property to the Emporia Land Bank

Title: Resolution No. 3716 Authorizing City Staff to Publish Notice of Proposed Transfer of Public Park Property to the Emporia Land Bank

Agenda Date: December 20, 2023

Presented By: Mark Detter, Assistant City Manager
Christina Montgomery, City Attorney
Jeff Lynch, Community Development Coordinator

Background:

The Emporia City Commission has received a request to transfer ownership of Quaker Park to the Emporia Land Bank. The Emporia Community has expressed a desire to develop housing on the property.

The size of Quaker Park will fit three buildable lots.

Quaker Park does have some older basketball courts currently in the park. The park is 25,694 square feet. The Park has the potential to be divided into three lots (50 x 172) for the development of single-family houses. There would need to be a zoning change from public use to single-family detached.

Discussion:

The City of Commission may pass a Resolution declaring their intent to transfer the lot at Quaker Park to the Emporia Land Bank with the intent to develop single-family residential housing. The Emporia Land Bank would be responsible for all survey work, lots splits, deed filing, etc. Funds have been set aside for such administrative work.

Financial considerations:

The transfer of land itself would be minimal in costs, however, the Emporia Land Bank does have approximately 75K to pay for development costs.

Recommended action:

Approve Resolution No. 3716 Authorizing City Staff to Publish Notice of Proposed Transfer of Public Park Property to the Emporia Land Bank.

Attachments:

Resolution No. 3716
Maps
Park Inventory
Land Bank Letter

RESOLUTION NO. 3716

A RESOLUTION AUTHORIZING CITY STAFF TO PUBLISH NOTICE OF PROPOSED TRANSFER OF PUBLIC PARK PROPERTY TO THE EMPORIA LAND BANK

WHEREAS, the City owns a parcel of land approximately 0.5 acres in size located at 28 Sylvan Street in the City of Emporia, Kansas commonly known as Quaker Park; and

WHEREAS, the Emporia Land Bank is tasked with acquiring, holding, maintaining, and conveying underutilized City properties to return them to productive use, and has requested the City consider transfer of Quaker Park to the Emporia Land Bank for purposes of residential development; and

WHEREAS, the Governing Body of the City of Emporia has recognized a need for increased residential development and proposes to transfer Quaker Park to the Emporia Land Bank for that purpose; and

WHEREAS, pursuant to K.S.A. 12-1301 the City is required to first publish notice of the proposed transfer of park property in the official City newspaper, and to allow time in the event a protest petition is filed.

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

Section One: The City of Emporia, a municipal corporation, does hereby authorize staff to publish notice of the proposed transfer of park property in accordance with applicable law.

Section Two: This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 20th day of December, 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



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1 ST AVE

QUAKER PARK

SYLVAN ST

50.01

1

171.9

50.01

2

171.9

50.04

3

SOUTH AVE

NAME	BASEBALL	OWNED	DISCGOLF	PLAYGROUND	SHELTER	RESTROOM
Soden's Grove Park	Yes	OWNED	No	No	Yes	Yes
Whittier Park	Yes	OWNED	No	No	No	Yes
Jones Park	No	OWNED	Yes	Yes	Yes	Yes
C of E Park	No	OWNED	No	No	No	No
Hammond Park	No	OWNED	Yes	Yes	Yes	Yes
Fremont Park	No	OWNED	No	Yes	Yes	No
Quaker Park	No	OWNED	No	No	No	No
Peter Pan Park	Yes	OWNED	Yes	Yes	Yes	Yes
Urbanside Park	No	OWNED	No	No	No	No
Las Casitas Park	No	LEASED	No	Yes	Yes	Yes
Southwest Santa Fe Park	Yes	LEASED	No	No	No	Yes
Cottonwood Park		OWNED				
Jones Aquatic Center	No	OWNED	No	No	Yes	Yes
White Memorial Park	No	OWNED	No	No	No	No
Walnut Park	No	OWNED	No	No	No	No
Lakeview	No	OWNED	No	No	No	No
East Side Memorial Park	No	LEASED	No	Yes	Yes	Yes



City of Emporia
ATTN: Trey Cocking, City Mgr.
P.O. Box 928 Emporia,
KS 66801

October 12th, 2023

RE: Quaker Park

Dear Mr. Cocking,

The Emporia Land Bank continues to seek opportunities to carry out its mission of acquiring, managing, and transforming property into productive use. In the past, the Emporia City Commission has requested that the Emporia Land Bank look into underutilized city parks and green spaces to recommend alternative uses. After review of the first two choices it is apparent that Quaker Park is now the best candidate for infill development of housing.

The neighborhood surrounding Quaker Park is predominantly residential, and appears to be stable. The size of the parcel will allow three single-family homes to be built. In order to ensure development of affordable, safe homes, the land bank will continue to have safeguards in place to ensure the timely completion of projects. The land bank will sell each lot to individual developers, and/or work to acquire resources to build the homes itself. At least one lot will be reserved for construction of a house by a local non-profit housing developer. Efforts will be made to make owner-occupancy a priority, which will add stability to the neighborhood.

This work addresses the ongoing housing shortage in Emporia as well as improving the local tax base. Any and all proceeds will be utilized to further advance the mission of the Emporia Land Bank.

If you would like for our board to meet with you or others to discuss the possibilities of this proposal, please respond to the city liaison, Jeff Lynch.

Regards,

Matt Lowery,
Chairman, Emporia Land Bank



Commission Action Report

Resolution No. 3717 Authorizing the Drawdown of \$250,000.00 from Lake Kahola Fund to Pay for Improvements to the Emporia Park System.

Title: Resolution No. 3717 Authorizing the Drawdown of \$250,000.00 from Lake Kahola Fund to Pay for Improvements to the Emporia Park System.

Agenda Date: December 20, 2023

Presented By: Trey Cocking City Manager
Mark Detter, Assistant City Manager

Background:

The City of Emporia, Kansas is working with David Foster of Fosters and Associates on the placement of a Skate Park in Whittier Park. Mr. Foster has assisted the City of Emporia in acquiring the American Ramp Company services to design the Skate Park at Whittier Park.

The 2024 adopted City of Emporia Budget approved funds from the Lake Kahola Fund. As part of the process of the utilization of funds, the Emporia Community Foundation is requesting a motion from the City Commission to request a withdrawal of \$250,000 from the Emporia Community Foundation to utilize funds for the design and initial construction of the Skate Park.

Commissioners will recall an anonymous donation of an additional \$250,000 was also provided to the Emporia Community Foundation for the skate park. Staff are currently planning to request those funds when construction of the skate park is half to two-thirds finished.

Discussion:

The City of Emporia procedurally requests through Commission action the release of funds from Kahola Fund through the Emporia Community Foundation.

Financial considerations:

The following is an accounting of the Kahola Fund ledger:

12/21/2007=Initial Contribution =\$1,540,000.00
09/01/2008=Sale of Additional Lots =\$51,683.00
07/01/2010=Sale of Additional Lots =\$32,181.50
01/01/2023=Sale of Additional Lots=\$34,046.35
Total Initial Contribution=\$1,657,910.85

12/23 Balance of Community Foundation-Kahola Fund, including net earnings=\$2,710,286.27

Withdraws:

08/30/2018=Spray Park=\$175,000.00
07/03/2014=Hammond Park Tennis Court=\$175,000.00
08/18/2011=Eastside Park Restroom=\$52,500.00
11/18/2020=East side park BB Court=\$35,000.00



Commission Action Report

Resolution No. 3717 Authorizing the Drawdown of \$250,000.00
from Lake Kahola Fund to Pay for Improvements to the Emporia Park System.

11/18/2020=Reeble Park Pickleball Court=\$300,000.00

11/18/2020=Veteran's Memorial=\$65,000

11/18/2020=Fremont Park Playground=\$100,000.00

12/21/2023=Skate Park=\$250,000.00

TOTAL WITHDRAWS=\$1,152,000

Recommended action:

Approve Resolution No. 3717 Authorizing the Drawdown of \$250,000.00 from Lake Kahola Fund
to Pay for Improvements to the Emporia Park System.

Attachments:

Resolution No.3717

Letter to Community Foundation from City Manager.

RESOLUTION NO. 3717

A RESOLUTION AUTHORIZING WITHDRAWAL OF \$250,000.00 FROM THE KAHOLA PARK FUND TO PAY FOR IMPROVEMENTS TO THE EMPORIA PARK SYSTEM

WHEREAS, in Resolution No. 3330 the Governing Body of the City of Emporia established the Kahola Park Fund at the Emporia Community Foundation and established policies for withdrawal from the fund whereby no more than 85% of the prior year's earnings are withdrawn and the remaining 15% are added to the Kahola Park Fund principal; and

WHEREAS, the 15% cumulative total may be withdrawn from the Kahola Park Fund and used for improvements to the Emporia Public Park System upon a super majority vote of the Emporia City Commission; and

WHEREAS, an anonymous donor donated \$250,000.00 to the Emporia Community Foundation for use in development of a skate park in the Emporia Park System; and

WHEREAS, the City Commission discussed its intent to provide matching funds of \$250,000.00 for development of a skate park in the Emporia Park System during budget discussions earlier this year.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the City of Emporia, Kansas, by a 4/5 super majority vote, authorizes and requests drawdown of \$250,000.00 from the Kahola Park Fund to pay for improvements to the Emporia Park System.

This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 20th day of December, 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



December 21, 2023

Becky Nurnberg
Executive Director
Emporia Community Foundation
527 Commercial, Suite B
Emporia, KS 66801

Dear Ms. Nurnberg:

Please be advised the City of Emporia would like to withdraw \$250,000 from the Kahola Fund at the Emporia Community Foundation. The Emporia City Commission approved the use of funds and withdrawal of \$250,000 with the adoption of the 2024 Budget. The proceeds from the drawdown will be utilized to pay for the planning and construction of the skate park at Whittier Park. Upon completion of the skate park, the City will request the funds of \$250,000 donated to the Community Foundation from an anonymous donor. The withdrawal request was formally approved by the City Commission at their December 20th meeting.

We are appreciative of all the Emporia Community Foundation's work to preserve funds for the Community. Such funds allow the City to make improvements like the skate park and many other park improvements.

If you have any questions or need further information, please feel free to contact me at 620-343-4252 or tcocking@emporia-kansas.gov.

Sincerely,

Trey Cocking
City Manager
City of Emporia

Lake Kahola

	Principal	
12/21/2007 Initial Contribution	\$1,540,000.00	
9/1/2008 Additional Lots	\$51,683.00	
7/1/2010 Additional Lots	\$32,181.50	
1/1/2013 Additional Lots	\$34,046.35	
	\$1,657,910.85	
12/31/2021 Balance	\$2,426,429.18	
12/31/2022 Balance	\$2,607,652.52	Includes \$250,000 donation for the Skateboard Park
9/30/2023 Balance	\$2,710,286.27	Includes \$250,000 donation for the Skateboard Park

Withdrawals

8/30/2018 Spray Park	\$175,000.00
7/3/2014 Hammond Park Tennis Court	\$175,000.00
8/18/2011 East Side Park Restroom	\$52,500.00
11/18/2020 East side park BB court	\$35,000.00
11/18/2020 Pickleball court	\$300,000.00
11/18/2020 Veteran's memorial	65,000.00
11/18/2020 Fremont Park Playground	100,000.00
12/11/2023 Skate Board Park	250,000.00
	1,152,500.00



Commission Action Report

Southeast Transmission Main Supplemental Agreement No. 1 with BG Consultants

Title: Southeast Transmission Main Supplemental Agreement No. 1 with BG Consultants

Agenda Date: December 10, 2023

Presented By: Dean Grant, Director of Public Works

Background:

The Southeast Transmission Main is a proposed 20-inch waterline that would complete a backbone for the city's distribution system. The waterline project will start at the existing 20-inch waterline on 12th Avenue, at Garfield, and terminate at the existing 16-inch waterline on South Avenue, at Carter Street. This transmission line will connect to every north/south waterline from Neosho Street, where the waterline will go under the railroad tracks, to Carter Street. This will reestablish connections at the railroad crossings that were lost in the past due to leaks and strengthen the city's water distribution system. This transmission main also will have a 4-inch service main installed along the route, where needed to serve customers.

Discussion:

Supplemental Agreement No. 1 will expedite project design, amend the scope to include a sewer line realignment, and utilize BG Consultants to help with the procurement of project materials. Staff would like BG Consultants to reduce the design schedule from 18 months to 12 months. The project scope in the original agreement needs to be amended to include the realignment of a sewer line that conflicts with the proposed alignment of the waterline on 7th Avenue between Walnut St. and West St. Lastly, the supplemental agreement includes BG Consultants helping to facilitate a material only bid. This will allow us to order the material that has a longer lead time, 4 to 6 months, and has delayed the start of several waterline projects (Peyton St, 24th Avenue).

Financial Considerations:

Supplements Agreement No. 1 will be an additional \$130,500.00 to the project and will be paid from the State Revolving Fund loan.

Recommended Action:

Approve Supplemental Agreement No. 1 with BG Consultants for the design of the Southeast Transmission Main.

Attachments:

BG Consultants, Inc Supplemental Agreement No. 1
Map of Proposed Waterline Alignment

**Supplemental Agreement No. 1
to
Engineering Services Agreement
Between
City of Emporia, KS and BG Consultants, Inc.
for
23-1236E Southeast Transmission Water Main Improvements
12th Ave. to Peyton Street
Emporia, KS**

The purpose of this Supplement No. 1 is to define additional professional services requested by the **City of Emporia**, hereinafter called the CLIENT, to be provided by **BG Consultants, Inc.**, hereinafter called the CONSULTANT. This agreement is a supplement to the **City of Emporia - Potable Waterline Improvements: 23-1236E Southeast Transmission Water Main Improvements 12th Ave. to Peyton Street AND BG CONSULTANTS, DATED August 2, 2023.**

SECTION I – SCOPE OF SERVICES

Under the terms of Supplement No. 1, the CLIENT and CONSULTANT agree to modify the scope of services to include additional professional services described as follows:

1. Preliminary Engineering
 - a. Design additional sanitary sewer collection system replacement/realignment on 7th Ave. from Walnut St. to West St.
 - b. Provide a project manual and bid items for materials only bid to be submitted to the City and KDHE on or before January 12, 2024.
 - c. Reduce professional services schedule to have Final Plans/Submit to KDHE on or before August 2, 2024.
 - d. Construction Engineering Services (assisting with Bidding and Construction Administration services) Exhibit A.
 - e. NO Construction Observation or RPR services are included.
 - f. Process applications for payment and change orders in accordance with project documents.
 - g. Process completion paperwork included substantial completion and final completion certificates.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, paragraph 1, the CLIENT agrees to pay the CONSULTANT a lump sum fee of \$130,500.00 Dollars. Furthermore, all billings will be made on a monthly basis for the prior month's work.

Agreement Summary:

Original agreement amount:	\$ 700,100.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 130,500.00
Adjusted Agreement amount:	\$ 830,600.00

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of _____, 2023.

City of Emporia, KS
CLIENT

BG Consultants, Inc.
CONSULTANT

By _____

By _____
Bruce Boettcher, P.E.

Title _____

Title Vice President

Date _____

Date _____

EXHIBIT A

Portions of:

Exhibit A – Construction Engineering Services and Resident Project Representative.
EJCDC® E-500 (modified excerpts), Agreement Between Owner and Engineer for Professional
Services.

SECTION A – CONSTRUCTION ENGINEERING SERVICES

A1.01 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Section B. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Section B.
 3. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
 4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 5. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including

Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

6. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks*: establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described above shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner and prepare Change Orders and Work Change Directives as requested.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
16. *Shop Drawings, Samples, and Other Submittals:* Review and take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures

of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal"*: Evaluate and provide recommendation to the owner as the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Review of substitutes "or equals" shall be in accordance with the General Conditions of the Construction Contract.
18. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents and performed by OTHERS. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be observed, tested, or approved by OTHERS.
 - c. Pursuant to the terms of the Construction Contract, require special observations or testing of the Work by OTHERS, whether or not the Work is fabricated, installed, or completed.
19. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, recommend approval to owner in whole, or deny it in part and recommend approval to owner in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
20. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions

precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed evaluations of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.01.A.16. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Owner.

- b. The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing 2 copies of such Record Drawings to Owner.
- 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to provide opinion as to whether the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.02 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of known damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of defective Work and needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of known damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Notify known regulatory agencies of the completion of the project
 - b. Two (2) sets of As-Built Drawings
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

SECTION B – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.01, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

not including Contractor's safety meetings), and prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with known Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of known Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that known Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of known Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval by OTHERS.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups by OTHERS.
- b. Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including those to be performed by public or known agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or known agencies having jurisdiction over the Work, record the results of these inspections by OTHERS, and report to Engineer.

11. *Records:*

- a. Maintain at the Site files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, contractor approved Shop Drawing and Sample submittals, and Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, general daily activities, decisions, observations in general, and observations as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.

- f. Upon completion of the Work, furnish original set of RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports provided by OTHERS.
- c. Inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, observe that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

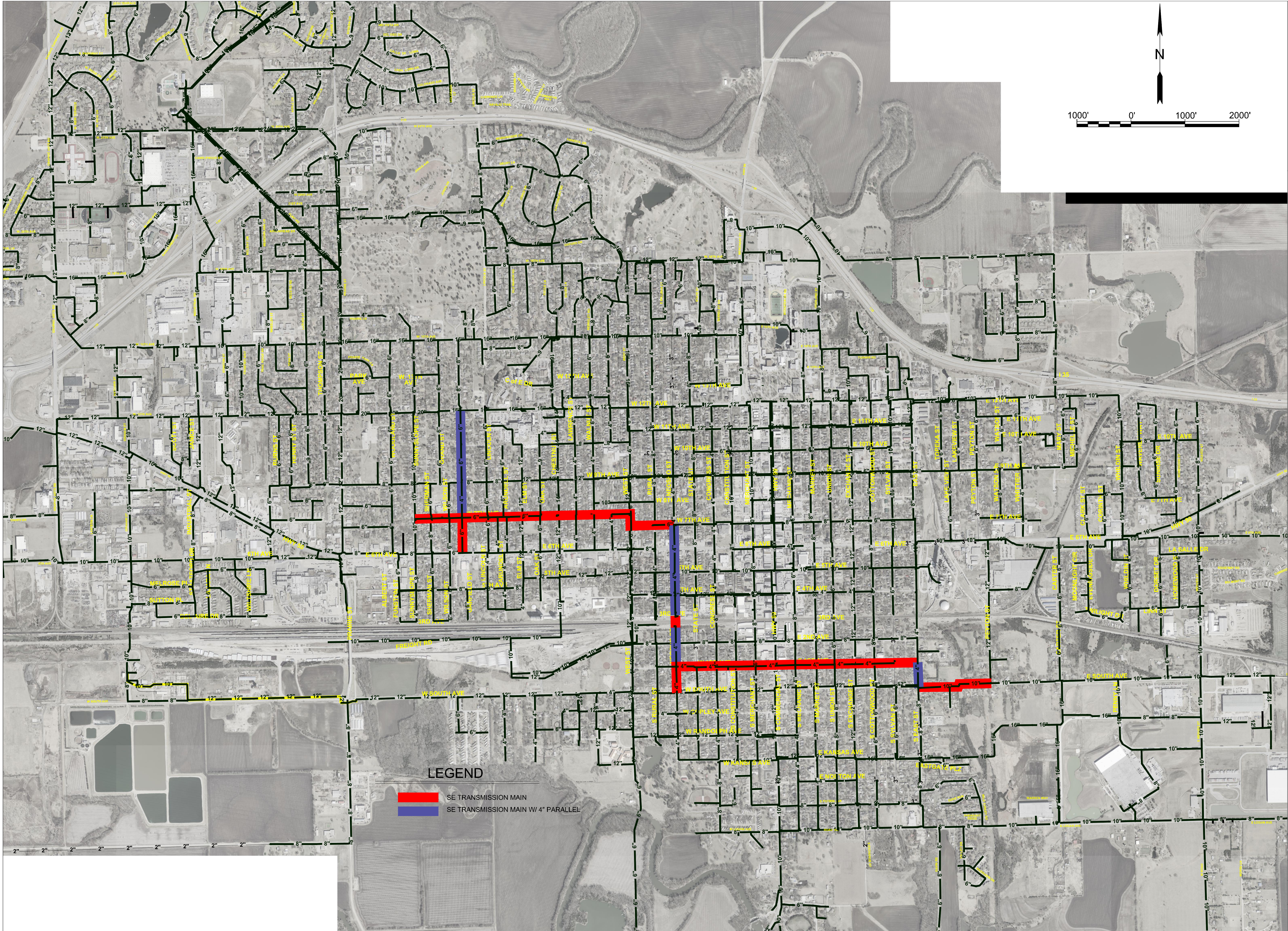
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the recommendation of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to observe completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Final Completion documentation.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

End of Exhibit A



CITY OF EMPORIA, KANSAS

WATER SYSTEM MAP

SOUTHEAST TRANSMISSION MAIN

Engineer: BAB

Drafter: DJG

Date: 6-13-22

Project No. 20-1106E

Sht. No. X

Total Shts. XX

PRELIMINARY FOR REVIEW ONLY

EMPORIA

City of Emporia

Water Mains

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

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Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: December 20, 2023
Presented By: Trey Cocking, City Manager

Background:

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

The following is general information for the month of November 2023 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2022	2023	
	\$ 540,554.71	\$ 537,054.66	Decrease of \$3,500.05 for the month, and
YTD	\$5,554,118.90	\$5,908,977.36	Overall increase of 6.39% from year 2022.

City Share from County Tax

	2022	2023	
	\$ 277,506.17	\$ 288,181.35	Increase of \$10,675.18 for the month, and
YTD	\$2,838,126.57	\$3,111,077.20	Overall increase of 9.62% from year 2022.

Building Permits issued from 11/1/2023 to 11/30/2023 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	54
Total of valuations associated with those building permits:	\$3,217,158.00
Total number of dollars collected for Building Permit Fees:	\$ 15,961.50
Construct – Single-family dwellings	3
Demo – Single-family dwellings	1

Flint Hills Mall CID for November 2023	\$ 16,186.02
YTD	\$204,255.94

Pavilions CID for November 2023	\$ 14,101.05
CID #2	\$ 14,101.05
YTD	\$ 210,769.06



DATE: December 11, 2023
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the eleven-month period ended November 30, 2023, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$43,514 higher than YTD budget

Sales Tax: \$776,655 higher than YTD Budget

City Sales Tax: \$470,577 higher

County Wide Tax: \$306,077 higher

Franchise tax: \$129,797 higher than YTD Budget

Electric - \$52,002 higher

Gas - \$55,343 higher

Cablevision - \$30,086 higher

Charges for Services: \$204,442 higher than YTD Budget

Golf Course - \$211,125 higher

Use of Property and Money: \$312,098 higher than YTD Budget

Interest \$303,146 higher

Nonoperating Revenues: \$2,144,431 higher than YTD budget due to moving ARPA funds to general fund for revenue losses.

Expense

Personnel Services: \$729,746 higher than YTD budget due to salary study increases.

Commodities: \$158,355 lower than YTD budget

Office Supplies - \$11,696 lower

Materials - \$27,253 lower

Airport fuel purchases - \$69,275 lower

Ambulance Supplies - \$63,646 lower
Office Machines - \$23,031 higher

Other Charges: \$210,305 lower than YTD budget
Shop Labor - \$95,181 lower
Testing & Recruitment - \$50,228 higher
Inter department Charges - \$175,292 lower
Pavilion Sales tax - \$68,098 higher

Capital Outlay: \$127,694 under YTD budget due to not purchasing items yet.

Transfer to Project accounts: \$1,785,294 over YTD budget due to moving reserves to future projects fund.

Other Contractual: \$100,375 lower than YTD budget
Professional Services - \$19,457 lower
Street lighting - \$68,642 lower
Lease Agreements - \$26,254 lower

Total revenues for the eleven-month period ended November 30, 2023, were \$3,883,103 over the YTD budget while expenses were \$2,457,576 over the YTD Budget. Therefore, the General Fund experienced operating results of \$1,425,527 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the eleven-month period ended November 30, 2023. The significant budget variations have been explained below.

Revenue

Sale of Water: \$952,180 over YTD budget.

Expense

Maintenance & Repair: \$1,373,067 over YTD budget
Equipment - \$251,299 higher
Main to Meter - \$169,400 higher
Water Main - \$754,421 higher
Streets - \$237,046 higher
Pumping equipment - \$42,011 lower

Commodities: \$400,311 over YTD budget
Chemicals - \$383,549 higher

Capital Outlay: \$630,000 lower than YTD budget due to not purchasing items yet.

Contractual Services: \$129,094 higher than YTD budget
Professional Services - \$42,380 higher
Equipment Rentals - \$63,339 higher
Contractual Services - \$25,872 higher

Total revenues for the eleven-month period ended November 30, 2023, were \$4,400,219 over the YTD budget while expenses were \$5,543,141 higher than the YTD Budget. Therefore, the Water Fund experienced operating results of \$1,142,922 less favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the eleven-month period ended November 30, 2023. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$239,792 higher than YTD budget

Grant money: \$1,225,409

Received \$1,135,409 for S Arundel Sewer main FEMA project

Non Operating revenue: \$562,222

CDBG money for Lift Station #2

Expenses

Maintenance & Repair: \$259,084 higher than YTD Budget

Equipment - \$153,170 higher

Sewer Mains - \$97,755 higher

Buildings & Structures - \$29,715 higher

Commodities: \$326,136 higher than YTD Budget

Chemicals \$179,726 higher

Total revenues for the eleven-month period ended November 30, 2023, were \$8,955,061 higher the YTD budget while expenses were \$9,426,995 higher the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$471,934 less favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the eleven-month period ended November 30, 2023. The significant budget variations have been explained below.

Revenue

Collection fees: \$33,529 higher than YTD budget

Interest on Investments: \$124,972 higher than YTD budget

Rolloff: \$14,199 higher than YTD budget

Landfill fees: \$110,442 higher than YTD budget

Expenses

Capital Outlay \$681,030 lower than YTD budget due to items not purchased yet.

Total revenues for the eleven-month period ended November 30, 2023, were \$171,890 higher than YTD budget while expenses were \$694,934 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$866,824 more favorable than the YTD Budget.

GENERAL FUND

as of November 30, 2023

GENERAL FUND

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	4,535,363	4,519,095	4,515,233	5,932,373	5,932,373
REVENUE					
Ad Valorem Property Tax	5,112,898	5,716,204	5,700,000	5,743,514	(43,514)
Sales Tax	9,382,028	8,992,800	8,243,400	9,020,055	(776,655)
Franchise Tax	3,041,958	2,814,536	2,579,984	2,709,781	(129,797)
Other Taxes	615,651	651,188	637,487	662,554	(25,067)
Intergovernmental Taxes	313,974	333,006	271,153	308,881	(37,728)
Licenses & Permits	385,058	267,950	247,979	241,926	6,053
Charges for Services	2,123,416	2,105,903	1,962,322	2,166,764	(204,442)
Fines & Fees	434,395	542,300	496,232	439,582	56,650
Use of Property and Money	207,861	161,996	149,335	461,433	(312,098)
Reimbursements	145,156	155,756	142,703	236,042	(93,339)
Misc. Rev. - Administrative Transfers	2,772,472	2,591,938	2,375,890	2,554,602	(178,712)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund	0	0	0	0	0
Operating Revenues	190	200	176	200	(24)
Nonoperating Revenues	51,743	0	0	2,144,431	(2,144,431)
TOTAL RECEIPTS	24,586,800	24,333,777	22,806,661	26,689,764	(3,883,103)
EXPENDITURES					
Personnel Services	13,406,660	14,681,310	12,988,475	13,718,221	(729,746)
Vacancy Rate		(280,252)	0	0	0
Maintenance & Repair	704,466	1,022,467	937,621	861,496	76,125
Commodities	1,563,093	1,762,750	1,617,895	1,459,540	158,355
Other Charges	355,642	846,818	453,792	243,487	210,305
Capital Outlay	172,847	319,106	319,106	191,412	127,694
Debt Reduction	0	0	0	0	0
Stock	0	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	847,913	847,917	(4)
Transfer to Multi Year Fund	3,114,307	3,060,000	2,805,000	3,436,811	(631,811)
Transfer to Project accounts	612,833	40,000	0	1,785,294	(1,785,294)
Transfer to Equipment Reserve	260,000	264,500	304,500	304,500	0
Utilities	522,093	554,250	507,914	513,137	(5,223)
Communications	104,507	129,500	118,470	107,472	10,998
Training and Travel	201,605	214,750	196,768	191,046	5,722
Jail Expenses	67,520	80,000	73,326	68,400	4,926
Other Contractual	932,311	1,038,950	954,584	854,209	100,375
Excess Carryover	0	3,165,514	0	0	0
Outstanding PO's	41,450	0	0	0	0
TOTAL EXPENDITURES	22,984,335	27,824,663	22,125,364	24,582,940	(2,457,576)
Revenue less expenses	1,602,465	(3,490,886)	681,297	2,106,824	(1,425,527)
Cash Basis Adjustments/Non-appropriated Balance	(205,455)	0	0	(242,849)	0
Ending Cash Balance	5,932,373	1,028,209	5,196,530	7,796,348	
Base for Reserve calculation	17,899,348	23,216,057	17,848,845	18,017,007	
15% Reserve	2,684,902	3,482,409	2,677,327	2,702,551	
Amount over 15% Reserve	3,247,470	(2,454,200)	2,519,203	5,093,796	

General Fund Capital Items

	Budget Amount	Purchase Price	
City Wide	\$30,000	30,000	Communication Equipment
Police	\$25,000	not purchasing	License Plate Reader (LPR)
Police	\$38,000		3 Mobile data terminals & 3 Video Cameras
Police	\$22,000		10 Body Cameras
Police	\$14,000	14,000	8 Tasers
Fire	\$34,000		Water Rescue & Technical rescue Equipment
Fire	\$11,106		Forcible Entry Trng Prop
EMS	\$45,000		Monitor/Defibrillator
EMS	\$38,000		Mechanical CPR Devices
EMS	\$30,000		Replace Power Cots
Shop	\$8,000		Transmission Jack
Shop	\$4,000		Tough laptop for Shop Use (service data softwa
Park	\$20,000	\$9,400	72" zero turn (2000)

Multi Year Fund

as of November 30, 2023

		Purchase Order	Expenses	Actual	2023 Budget/estimated
Beginning unencumbered balance				3,060,010.61	3,060,010.61
REVENUE					
	Sales Tax Proceeds from General Fund			3,111,077.20	3,060,000.00
	Interest			147,026.50	5,000.00
	Outstanding PO's			300,000.00	-
	KDOT reimbursement - CCLIP			324,358.00	300,000.00
	Accounts Receivable			(1,995.52)	
Total Revenue				3,880,466.18	3,365,000.00
	102-0101-400.0505	2020, 21 & 22 Private/Public partnership	0.00	-	400,000.00
	102-0101-400.0505	Land Bank Transfer	50,000.00	50,000.00	50,000.00
SK2302	102-0101-400.0505	ADA Sidewalks	24,079.48	8,195.51	32,274.99
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room		-	100,000.00
	102-0101-400.0265	Miscellaneous storm water repairs		100,000.00	100,000.00
SW1903	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	0.00	0.00	-
	102 0101 400 0505	Holiday Drive Storm Water		0.00	-
	102-0201-400.0502	Firing Range House Split with county		-	30,000.00
	102-0301-400.0502	Kitchen Remodel at Fire Station 2		-	0.00
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	0.00	0.00	-
	102 0601 400 0257	2022 Hazardous Sidewalk	15,798.75	82,526.13	98,324.88
	102-0601-400.0801	Close out paving projects		141,019.59	141,019.59
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	643,483.28	55,815.76	699,299.04
	102-0601-400.1516	Sidewalk S side 15th Ave Graphic Arts to Hatcher		-	55,000.00
	102-0601-400.1516	Sidewalk S side 15th Industrial to Stanton		-	25,000.00
SK2201	102-0601-400.1516	Sidewalk 12th & Burlingame & 24th Prairie to Lincoln	0.00	8,082.02	8,082.02
SK2301	102-0601-400.1516	Sidewalk 24th Ave Graphic Arts to Westridge Dr		1,710.72	1,710.72
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	0.00	0.00	-
	102-0601-400.1516	Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)		-	100,000.00
PV2201	102-0601-400.1516	CCLIP 6th Ave Prairie to Neosho	0.00	107.20	107.20
PV2301	102-0601-400.1516	CCLIP US 50 Mechanic to East limits	0.00	808,615.84	808,615.84
PV2302	102-0601-400.1516	2023 Street Rehab	7,191.00	988,124.00	995,315.00
PV2305	102-0601-400.1516	CCLIP US 50 Graphic Arts to Prairie Street		100.75	100.75
	102-0601-400.1516	6th & Prairie intersection Improvments		-	0.00
	102-0601-400.1516	Misc Street Repairs		0.00	-
TS2302	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 253		100,000.00	100,000.00
PV2206	102-0601-400.0505	Street Preservation	84,273.50	(98,871.41)	(14,597.91)
PV2303	102-0601-400.0505	Street Preservation	0.00	26,312.70	26,312.70
TS2201	102-0601-400.0505	Camera (loop projectors) 6th & Rural	31,632.00	161,359.67	192,991.67
	102-0601-400.1516	Funston street	0.00	18,733.86	18,733.86
GC2301	102-0701-400.0505	Tee Box limprovements		170,152.76	170,152.76
PK2103	102-0801-400.0505	Pickleball viewing area improvement	10,500.00	427,979.00	438,479.00
	102-0803-400.0505	JAC replace sand in filters	0.00	8,621.60	8,621.60
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor		-	3,518.00
ZO2102	102-0806-400.0502	Parking Lot at Zoo	0.00	0.00	-
ZO2301	102-0806-400.0505	Bus parking at zoo	0.00	130,461.43	130,461.43
	102-0806-400.0502	Hoof Stock Sheds	0.00	76,570.30	76,570.30
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs		-	54,000.00
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo		-	26,000.00
	102-0806-400.0505	Eagle pond renovation	18,803.60	6,825.50	25,629.10
	102-0806-400.0505	Off-exhibit privacy fence & holding area pond repair		-	78,000.00
CV2207	102-0901-400.0505	Downtown concrete - trip hazard correction		-	11,000.00
	102-0901-400.0502	618 Mechanic Roof	0.00	10,316.00	10,316.00
	102-0901-400.0502	Convert 618 Mechanic to indoor storage for City Dept		-	0.00
	102-0901-400.0502	Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)		-	81,000.00
CV2206	102-0901-400.0502	Replace Steam Lines & update HVAC		0.00	-
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways	0.00	0.00	0.00
	102-0901-400.0502	Sewer Lift Station - Police dept basement		-	110,000.00
	102-0901-400.0502	2022 Replace Steam Lines		-	85,000.00
	102-0901-400.0502	2nd floor restroom ceiling repairs	0.00	0.00	-
CV2302	102-0901-400.0502	Police department Lobby Remodel ADA	4,000.00	12,500.00	16,500.00
CV2205	102-0901-400.0502	Replace Irrigation system	0.00	10,280.13	10,280.13
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222	0.00	0.00	-
	102-0901-400.0502	Replace Windows in Auditorium		-	26,000.00
CV2202	102-0901-400.0502	Elevator Controls		-	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches	53,050.00	0.00	53,050.00
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers		-	120,000.00
LB2202	102-0902-400.0505	Replace Irrigation system	119,925.00	119,925.00	5,000.00
	102-0902-400.0502	HVAC updates	(0.00)	4,884.88	4,884.88
AR2301	102-1401-400.0502	Remodel Terminal Bathroom		-	32,000.00
			31,408.00	31,408.00	
EXPENDITURES		1,012,736.61	3,341,831.94	4,354,568.55	6,358,532.72
Ending Unencumbered Cash balance				2,585,908.24	66,477.89
2023 budgeted projects				2,585,908.24	-

Insurance Reserve

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$500,000	\$500,000	\$0
REVENUE					
Transfer from General	\$500,000	\$0	\$0	\$0	\$0
Transfer from Int Improvement				\$131,012	(\$131,012)
Insurance payment				\$10,850	(\$10,850)
Interest		\$0		\$17,473	(\$17,473)
TOTAL RECEIPTS	\$500,000	\$0	\$0	\$159,336	(\$159,336)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Misc Projects		\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$500,000	\$0	\$500,000	\$659,336	(\$159,336)

City of Emporia, Kansas

Vacant Property Program

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$200,000	\$200,000	\$0
REVENUE					
Transfer from ARPA funds	\$200,000	\$0	\$0	\$0	\$0
Interest		\$0		\$5,478	(\$5,478)
TOTAL RECEIPTS	\$200,000	\$0	\$0	\$5,478	(\$5,478)
EXPENDITURES					
Maintenance & Repair		\$0		\$359	(\$359)
Other Contractual Services		\$0		\$97,770	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$98,129	(\$359)
Ending Cash Balance	\$200,000	\$0	\$200,000	\$107,349	(\$5,119)

City of Emporia, Kansas

Library Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Original Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$0	\$0
REVENUE					
Ad Valorem Property Tax	\$896,105	\$977,639	\$973,500	\$969,414	\$4,086
Back Tax Collection	\$21,052	\$15,000	\$15,000	\$27,910	(\$12,910)
Motor Vehicle Tax	\$90,694	\$98,842	\$96,000	\$101,488	(\$5,488)
Recreational Vehicle Tax	\$1,113	\$1,073	\$1,073	\$1,119	(\$46)
AdValorem Tax Reduction	(\$9,766)	(\$9,500)	(\$9,500)	(\$10,541)	\$1,041
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$999,198	\$1,083,054	\$1,076,073	\$1,089,389	(\$13,316)
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$999,198	\$1,083,054	\$1,076,073	\$1,089,389	(\$13,316)
TOTAL EXPENDITURES	\$999,198	\$1,083,054	\$1,076,073	\$1,089,389	(\$13,316)
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0

Convention & Tourism Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$649,121	\$787,753	\$787,753	\$810,801	\$0
REVENUE					
Transient Guest Tax	\$771,864	\$700,000	\$700,000	\$851,750	(\$151,750)
Interest on Investment	\$4,093	\$310	\$682	\$25,571	(\$24,889)
Fence rental	\$7,999	\$6,000	\$6,000	\$9,194	(\$3,194)
Return of amount over allowed reserve	\$50,630				\$0
Repayment of extra funds - Chamber				\$0	\$0
Accounts Receivable - fence rental	\$12,368			(\$4,744)	\$4,744
TOTAL RECEIPTS	\$846,954	\$706,310	\$706,682	\$881,771	(\$175,089)
EXPENDITURES					
CVB Appropriation	\$365,000	\$385,000	\$385,000	\$385,000	\$0
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$30,000	\$30,000	\$30,000	\$40,000	(\$10,000)
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$7,500	\$7,500	\$7,500	\$7,500	\$0
Main Street Historical District		\$0			\$0
Emporia Main Street	\$56,250	\$100,000	\$100,000	\$100,000	\$0
Breckinridge Hotel		\$0			\$0
Emporia Arts Council Support	\$10,000	\$10,000	\$10,000	\$10,000	\$0
Emporia Granda	\$20,000	\$30,000	\$30,000	\$30,000	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$15,000	\$15,000	\$15,000	\$15,000	\$0
DDO	\$25,000	\$25,000	\$25,000	\$25,000	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$20,000	\$0	\$0		\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Staidum Imp		\$0			\$0
Free for Kansas - Music event	\$20,000	\$20,000	\$20,000	\$20,000	\$0
Dynamic Discs - Jones course improvemen	\$55,529				\$0
Hammond Park Crossings				\$21,528	(\$21,528)
Miscellaneous	\$10,995	\$0		\$563	(\$563)
Special Projects		\$821,563	\$0		\$0
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$685,274	\$1,494,063	\$672,500	\$704,591	(\$32,091)
Ending Cash Balance	\$810,801	\$0	\$821,935	\$987,980	(\$142,997)
Transient Guest Tax Receipts	2019	2020	2021	2022	2023
1ST QUARTER-JANUARY	\$172,538.00	\$193,559.51	\$105,764.76	\$184,682.75	\$217,964.96
2ND QUARTER-APRIL	\$125,683.39	\$132,542.30	\$135,567.13	\$143,987.80	\$170,824.51
3RD QUARTER-JULY	\$207,494.60	\$80,649.41	\$192,642.58	\$223,905.58	\$232,566.63
4TH QUARTER-OCTOBER	\$207,822.11	\$151,949.08	\$200,102.99	\$219,288.14	\$230,393.63
TOTAL	\$713,538.10	\$558,700.30	\$634,077.46	\$771,864.27	\$851,749.73

City of Emporia, Kansas

Industrial Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	19,924	19,882	19,899	21,252	0
REVENUE					
Ad Valorem Property Tax	1,077	1,000	1,000	1,148	(148)
Back Tax Collections	26	21	21	34	(13)
Motor Vehicle Tax	111	110	110	123	(13)
Ad Valorem Tax Reduction	(12)	(16)	(16)	(13)	(3)
Interest on Investment	126	25	22	761	(739)
Miscellaneous					
TOTAL RECEIPTS	1,328	1,140	1,137	2,053	(916)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	1,089		1,089
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	19,837			0
TOTAL EXPENDITURES	0	21,022	1,089	0	1,089
Ending Cash Balance	21,252	0	19,947	23,305	(2,005)

Industrial Development Sales Tax

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$247,080	\$447,328	\$253,102	\$1,423,879	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$847,913	\$847,917	(\$4)
Interest Income	\$5,240	\$250	\$220	\$41,302	(\$41,082)
Money for Land Purchase:	\$100,000	\$0		\$0	\$0
Bond Proceeds	\$1,000,000	\$0	\$0	\$0	\$0
Kansas Gas Rebate - REG		\$0			\$0
RDA returned money					
Total Revenue	\$2,030,240	\$925,250	\$848,133	\$889,219	(\$41,086)
Expense:					
Appropriation to the RDA	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Emporia Enterprises	\$32,500	\$35,000	\$35,000	\$35,000	\$0
Miscellaneous	\$0	\$0		\$0	\$0
Land Purchase for Industr	\$0	\$0	\$0	\$0	\$0
Land Purchase	\$0	\$0	\$0	\$0	\$0
Gas Line Bond Pmt		\$0			\$0
Land Purchase Bond Pmt		\$0		\$85,963	(\$85,963)
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Soden Rd water main ext	\$0	\$0	\$0	\$60,000	(\$60,000)
Water Valves				\$9,000	(\$9,000)
Special Projects	\$120,941	\$637,578	\$0	\$0	\$0
Total Expenses	\$853,441	\$1,372,578	\$735,000	\$889,963	(\$154,963)
Ending Cash Balance	\$1,423,879	\$0	\$366,235	\$1,423,135	\$113,877

Special Alcohol Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	89,340	82,664	77,967	103,198	0
REVENUE					
Private Club Liquor Tax	100,043	90,000	67,500	82,712	(15,212)
Interest on Investment	565	75	66	3,537	(3,471)
TOTAL RECEIPTS	100,608	90,075	67,566	86,249	(18,683)
EXPENDITURES					
Appropriations	86,750	97,200	74,700	74,700	0
Special Projects		75,539	0		0
TOTAL EXPENDITURES	86,750	172,739	74,700	74,700	0
Ending Cash Balance	103,198	0	70,833	114,747	(18,683)

	Receive in 2019	Receive in 2020	Receive in 2021	Receive in 2022	Receive in 2023
Appropriations					
Cross Winds	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Corner House	\$55,000.00	\$65,000.00	\$48,750.00	\$65,000.00	\$75,000.00
Emporia State University	\$5,400.00	\$9,000.00	\$6,750.00	\$6,750.00	\$7,200.00
Emporia State University USD #253	\$6,500.00	\$0.00	\$0.00		
Total	\$86,900.00	\$94,000.00	\$70,500.00	\$86,750.00	\$97,200.00

Receipts	2019	2020	2021	2022	2023
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.76
2ND QUARTER - JUNE	\$22,937.76	\$21,611.91	\$18,634.04	\$22,129.19	\$26,129.12
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.01	\$25,844.73	\$28,544.72	\$31,037.27
4TH QUARTER - DECEMBER	\$26,705.52	\$14,069.40	\$24,664.21	\$25,393.46	\$0.00
TOTAL	\$102,449.83	\$66,237.79	\$86,357.76	\$100,043.46	\$82,712.15

City of Emporia, Kansas

Special Park Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$188,630	\$168,979	\$132,234	\$83,362	\$0
REVENUE					
Private Club Liquor Tax	\$100,043	\$90,000	\$67,500	\$82,712	(\$15,212)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$0	\$0		\$0	\$0
Interest on Investment	\$598	\$150	\$132	\$4,122	(\$3,990)
TOTAL RECEIPTS	\$100,641	\$90,150	\$67,632	\$86,834	(\$19,202)
EXPENDITURES					
Capital Outlay	\$84,868	\$70,000	\$70,000	\$67,859	\$2,141
Municipal Band Allocation	\$10,000	\$15,000	\$15,000	\$15,000	\$0
Miscellaneous					\$0
Commodities	\$14,330	\$0		\$0	\$0
Contractual Services	\$0	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account	\$96,711			\$0	\$0
Outstanding PO's	\$0			\$0	
Special Projects	\$0	\$174,129	\$0		\$0
TOTAL EXPENDITURES	\$205,909	\$259,129	\$85,000	\$82,859	\$2,141
Ending Cash Balance	\$83,362	\$0	\$114,866	\$87,337	(\$21,343)

Receipts	2019	2020	2021	2022	2023
1ST QUARTER - MARCH	\$26,806.24	\$22,675.47	\$17,214.77	\$23,976.10	\$25,545.75
2ND QUARTER - JUNE	\$22,937.76	\$22,611.90	\$18,634.04	\$22,129.19	\$26,129.11
3RD QUARTER - SEPTEMBER	\$26,000.31	\$7,881.00	\$25,844.73	\$28,544.72	\$31,037.26
4TH QUARTER - DECEMBER	\$26,705.53	\$14,069.39	\$24,664.03	\$25,393.46	\$0.00
TOTAL	\$102,449.84	\$67,237.76	\$86,357.57	\$100,043.47	\$82,712.12

Capital Items	Budget Amount	Purchase Price
Park	\$70,000.00	\$67,859.00
	70,000.00	67,859.00

City of Emporia, Kansas

Special Street Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	517,460	345,323	496,206	289,140	
REVENUE					
Gasoline Tax	655,837	670,000	670,000	648,358	21,642
Special City-County Tax	77,404	74,826	56,118	79,800	(23,682)
Damages	23,089	5,000	4,576	28,423	(23,847)
Interest on Investment	2,490	500	451	10,287	(9,836)
Transfer of Funds		0		111,664	(111,664)
Sale of Salvage	33			0	0
Miscellaneous	4,497	0		228	(228)
TOTAL RECEIPTS	763,350	750,326	731,145	878,760	(147,615)
EXPENDITURES					
Personnel Services	636,340	595,926	527,278	597,187	(69,909)
Vacancy		(11,477)			0
Maintenance & Repair	103,127	89,240	81,752	120,658	(38,906)
Commodities	109,968	145,450	133,276	102,396	30,880
Other Charges	38,629	47,100	44,582	(21,450)	66,032
Capital Outlay	14,875	0		0	0
Transfer of Funds	0	0		5,000	(5,000)
Utilities	27,951	30,550	27,995	20,620	7,375
Communications	1,464	2,350	2,134	1,610	524
Training & Travel	8,784	7,500	6,864	13,364	(6,500)
Contractual Services	43,212	42,300	32,153	29,653	2,500
Special Projects	0	146,709	0	0	0
Audit Adjustments	(80)			(2,838)	2,838
Outstanding PO's	7,400			0	0
TOTAL EXPENDITURES	991,670	1,095,648	856,034	866,199	(10,165)
Net Change in Cash	(228,320)	(345,322)	(124,889)	12,561	
Ending Cash Balance	289,140	1	371,317	301,701	
Receipts	2019	2020	2021	2022	2023
1st Quarter - Jan Payment	\$168,525.42	\$173,837.48	\$161,594.64	\$167,557.74	\$167,412.68
2nd Quarter - April Payment	\$161,370.99	\$163,486.85	\$149,245.64	\$157,106.42	\$149,529.56
Extra Payment- June			\$54,671.53		
3rd Quarter - July Payment	\$170,138.12	\$140,178.69	\$172,643.49	\$166,060.14	\$166,505.96
4th Quarter - Oct Payment	\$177,741.69	\$164,712.37	\$174,419.30	\$165,112.70	\$164,909.80
Total	\$677,776.22	\$642,215.39	\$712,574.60	\$655,837.00	\$648,358.00

Capital Item	Budget Amount	Purchase Price
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Drug Forfeiture Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$69,301	\$34,819	\$72,327	\$83,820	
REVENUE					
Receipts from Drug Forfeitures	\$52,650	\$5,000	\$4,576	\$4,970	(394)
Interest on Investment	\$487	\$50	\$44	\$2,369	(2,325)
Miscellaneous					
TOTAL RECEIPTS	\$53,137	\$5,050	\$4,620	\$7,339	(2,719)
EXPENDITURES					
Commodities	\$23,264	\$5,000	\$4,160	\$3,180	980
Capital Outlay		\$0			-
Communications	\$0	\$0		\$101	(101)
Other Charges				\$58,404	(58,404)
Transfer of funds					
Other Contractual	\$3,459	\$0		\$150	(150)
Travel & Training					-
Maintenance & Repair	\$11,895	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$34,869	\$0		
TOTAL EXPENDITURES	\$38,618	\$39,869	\$4,160	\$61,835	(57,675)
Ending Cash Balance	\$83,820	\$0	\$72,787	\$29,324	

City of Emporia, Kansas

Storm Water

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$0	\$259,179	
REVENUE					
Transfer from Multi Year	\$258,276	\$0	\$100,000	\$100,000	-
Interest on Investment	\$903	\$0	\$0	\$9,014	(9,014)
Miscellaneous					
TOTAL RECEIPTS	\$259,179	\$0	\$100,000	\$109,014	(9,014)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0		\$111	(111)
Communications	\$0	\$0		\$0	-
Other Charges				\$165	(165)
Transfer of funds				\$125,734	(125,734)
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	\$126,010	(126,010)
Ending Cash Balance	\$259,179	\$0	\$100,000	\$242,183	

City of Emporia, Kansas

Land Bank

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$16,888	\$0	\$0	\$59,845	
REVENUE					
Transfer from Multi Year	\$50,000	\$50,000	\$50,000	\$50,000	-
Interest on Investment	\$385	\$20	\$11	\$3,237	(3,226)
Sale of Property	\$9,830			\$13,571	
TOTAL RECEIPTS	\$60,215	\$50,020	\$50,011	\$66,808	(3,226)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges	\$9,103	\$500	\$205		205
Purchase of Property	\$8,117	\$20,000	\$8,330		
Communications	\$38	\$1,000	\$415	\$11	404
Other Contractual Services		\$96,094	\$21,870		21,870
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$17,258	\$117,594	\$30,820	\$11	22,479
Ending Cash Balance	\$59,845	-\$67,574	\$19,191	\$126,641	

City of Emporia, Kansas

Bond & Interest Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$1,340,014	\$1,859,420	\$1,328,355	\$1,986,995	\$0
REVENUE					
Ad Valorem Property Tax	\$1,794,007	\$1,957,078	\$1,957,078	\$1,954,979	2,099
Back Tax Collection	\$42,618	\$40,000	\$40,000	\$56,415	(16,415)
Special Assessments	\$82,354	\$78,252	\$78,252	\$68,913	9,339
Motor Vehicle Tax	\$184,027	\$200,054	\$200,054	\$190,994	9,060
Ad Valorem Tax Reduction	-\$19,552	-\$20,000	-\$20,000	-\$21,102	1,102
Interest on Investment	\$11,808	\$951	\$869	\$98,387	(97,518)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvem	\$47,700	\$46,350	\$46,350	\$46,350	0
Recreation Center - Fitness Room	\$50,960	\$51,200	\$51,200	\$51,200	0
Industrial Land Payment - Ind Sales Tax		\$0		\$85,963	(85,963)
Sale of Bonds	\$3,540,000	\$0	\$0	\$0	0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous	\$126,975	\$0		\$0	0
Transfer of Funds from Project Accounts	\$97,528	\$0	\$0	\$0	0
TOTAL RECEIPTS	\$5,958,424	\$2,353,885	\$2,353,803	\$2,532,099	
EXPENDITURES					
Principal	\$1,440,000	\$1,891,000	\$1,891,000	\$1,895,000	(4,000)
Interest Coupons	\$204,500	\$154,050	\$154,050	\$279,917	(125,867)
Transfer of funds	\$3,666,943			\$0	
Misc projects		\$2,167,553	\$0		
TOTAL EXPENDITURES	\$5,311,443	\$4,212,603	\$2,045,050	\$2,174,917	(129,867)
Ending Cash Balance	\$1,986,995	\$702	\$1,637,108	\$2,344,177	

City of Emporia, Kansas

Equipment Reserve Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$334,000	\$334,000	\$335,168	
REVENUE					
Transfer from other funds	\$1,105,795	\$417,000	\$417,000	\$309,500	107,500
Interest on Investment	\$0	\$0	\$0	\$37,677	(37,677)
Sale of Vehicles				\$113,130	
TOTAL RECEIPTS	\$1,105,795	\$417,000	\$417,000	\$460,307	69,823
EXPENDITURES					
Leasing Payment		\$751,000	\$317,529	\$213,126	104,403
Outstanding PO's	\$770,627			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$770,627	\$751,000	\$317,529	\$213,126	104,403
Ending Cash Balance	\$335,168	\$0	\$433,471	\$582,350	

City of Emporia, Kansas

Water Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference w/ YTD Budget & YTD Actual
BEGINNING CASH	3,246,908	2,860,168	1,676,012	2,452,274	0
REVENUE					
Sale of Water	6,884,339	6,593,612	6,140,000	7,092,180	(952,180)
Service Charge	103,029	100,000	91,663	88,401	3,262
Penalties	93,424	95,000	87,076	81,976	5,100
Sale of Salvage		0		0	0
Reimbursed Expense	7,827	2,000	2,508	28,518	(26,010)
Interest on Investment	20,504	6,000	5,850	92,457	(86,607)
Sale of Bonds	1,550,000	0	0	3,337,786	(3,337,786)
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0
Trf from Project fund	0	0	0	0	0
Non Operating Revenue	2,530,077	0		0	0
Miscellaneous	7,027	2,100	913	6,912	(5,999)
TOTAL RECEIPTS	11,546,227	7,148,712	6,678,010	11,078,229	(4,400,219)
EXPENDITURES					
Personnel Services	1,105,419	1,109,627	980,812	1,013,572	(32,760)
Vacancy		(21,507)	0		0
Maintenance & Repair	1,117,122	765,050	702,652	2,075,719	(1,373,067)
Commodities	1,452,142	1,234,350	1,131,383	1,531,694	(400,311)
Other Charges	268,470	246,320	212,209	313,974	(101,765)
Capital Outlay	119,123	630,000	630,000	0	630,000
Debt Payment	1,496,757	2,060,289	1,707,138	1,835,063	(127,925)
Stock	49,206	5,000	4,576	94,020	(89,444)
Transfer to Project Account	4,102,675	45,000	41,250	3,444,286	(3,403,036)
Utilities	718,905	578,600	530,354	609,459	(79,105)
Communications	28,025	44,900	41,118	26,953	14,165
Travel & Training	10,383	14,250	13,035	24,628	(11,593)
Contractual Services	828,471	675,800	638,519	767,613	(129,094)
Administrative Fee 16%	1,131,081	1,086,178	995,654	1,086,178	(90,524)
Excess Carryover		1,000,000			
Change in Liabilities	(86,919)	0		348,681	(348,681)
Outstanding PO's	0				
TOTAL EXPENDITURES	12,340,861	9,473,857	7,628,700	13,171,841	(5,543,141)
NET CHANGE IN CASH	(794,634)	(2,325,145)	(950,690)	(2,093,612)	1,142,922
ENDING CASH BALANCE	2,452,274	535,023	725,322	358,662	
Principal Bond Payments	(1,210,000)	(1,837,900)	(1,415,000)	(1,415,000)	
Depreciation	1,313,352	1,450,000	1,329,152	1,337,986	
Capitalized Assets	(3,516,676)	(630,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,413,324)	(1,017,900)	(85,848)	(77,014)	
Base for reserve calculation	8,119,063	8,843,857	6,957,450	9,727,555	
20% reserve amount	1,623,813	1,768,771	1,391,490	1,945,511	
Amount over 20% reserve	828,461	(1,233,748)	(666,168)	(1,586,849)	

Wastewater Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,351,304	2,234,113	2,010,106	2,087,628	
REVENUE					
Sales/Charges	6,126,631	5,900,000	5,408,326	5,648,118	(239,792)
Extra Strength Surcharge	159,751	111,900	102,564	163,343	(60,779)
Interest on Investment	13,582	3,000	2,750	71,348	(68,598)
New System taps	200	1,000	913	4,600	827
Loss on sales of assets	4,475			0	
Grant money	0	0		1,225,409	(1,225,409)
Sale of Bonds	1,430,000	0	0	6,800,000	(6,800,000)
Non Operating Revenue	0			562,222	(562,222)
Miscellaneous	248,035	1,000	913	0	913
TOTAL RECEIPTS	7,982,674	6,016,900	5,515,466	14,475,040	(8,955,061)
EXPENDITURES					
Personnel Services	1,175,739	1,106,158	978,649	1,118,851	(140,202)
Vacancy	0	(19,806)		0	0
Maintenance & Repair	806,160	385,250	355,426	614,510	(259,084)
Commodities	424,402	259,250	212,828	538,964	(326,136)
Other Charges	170,406	185,850	163,432	223,252	(59,820)
Capital Outlay	20,509	493,000	493,000	550,110	(57,110)
Debt Payment	2,681,379	2,881,585	2,881,585	2,883,263	(1,678)
Transfer to Project fund	1,602,732	0	0	8,252,299	(8,252,299)
Utilities	615,809	522,500	478,929	506,368	(27,439)
Communications	21,505	29,600	27,082	21,261	5,821
Travel & Training	13,845	5,500	5,016	14,670	(9,654)
Contractual Services	385,405	232,550	213,875	199,807	14,068
Administrative Fee flat	610,000	610,000	559,163	559,167	(4)
Excess Carryover		1,000,000	0		
Change in Liabilities	(281,540)	0		313,458	(313,458)
Outstanding PO's	0				
TOTAL EXPENDITURES	8,246,350	7,691,437	6,368,985	15,795,980	(9,426,995)
NET CHANGE IN CASH	(263,676)	(1,674,537)	(853,519)	(1,320,940)	471,934
ENDING CASH BALANCE	2,087,628	559,576	1,156,587	766,688	
Depreciation	1,910,079	2,125,205	1,948,089	1,921,945	
Principal Bond Payments	(2,130,502)	(2,329,592)	(2,285,730)	(2,285,730)	
Capitalized Assets	(1,814,118)	(493,000)	0	(100,555)	
Change in Liabilities		0			
ADJUSTMENTS	(2,034,541)	(697,387)	(337,641)	(464,340)	
Base for reserve calculation	6,623,109	7,198,437	5,875,985	6,993,571	
20% Cash Reserve amount	1,324,622	1,439,687	1,175,197	1,398,714	
Amount over 20% Cash Reserve	763,006	(880,111)	(18,610)	(632,026)	

Solid Waste Fund

as of November 30, 2023

	Preceding Year 2022 (Actual)	2023 Budget	2023 Jan - Nov Budget	2023 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	4,002,114	3,479,732	2,441,855	3,549,209	
REVENUE					
Refuse Collection Fees	2,971,094	2,964,876	2,717,803	2,751,332	(33,529)
Loss on Sale of Assets		0			0
Interest on Investments	26,458	4,200	3,850	128,822	(124,972)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	201,913	175,000	160,413	76,647	83,766
Box Container Fees	2,063,528	1,920,000	1,759,989	1,745,790	14,199
Landfill Fees	562,540	508,000	465,652	576,094	(110,442)
Transfers		0			0
Miscellaneous	23,247	4,800	4,751	5,664	(913)
TOTAL RECEIPTS	5,848,780	5,576,876	5,112,458	5,284,348	(171,890)
EXPENDITURES					
Personnel Services	2,093,650	2,109,909	1,867,315	1,962,766	(95,451)
Vacancy		(40,995)			0
Maintenance & Repair	325,946	300,000	276,483	307,881	(31,398)
Commodities	332,164	482,900	443,030	387,406	55,624
Other Charges	137,731	183,930	155,193	178,357	(23,164)
Capital Outlay	72,612	685,000	685,000	3,970	681,030
Transfer to Equipment Reserve	770,627			0	0
Utilities	50,501	54,550	49,973	55,423	(5,450)
Communications	41,954	49,700	45,496	32,258	13,238
Transfer to project	44,000	0			0
Travel & Training	7,606	8,750	7,997	10,468	(2,471)
Contractual Services	1,613,185	1,720,900	1,585,861	1,576,033	9,828
Administrative Fee 16%	895,433	862,860	790,955	811,713	(20,758)
Excess Carryover		2,000,000	0		
Change in Liabilities	(83,724)	0		(113,906)	113,906
Outstanding PO's	0				
TOTAL EXPENDITURES	6,301,685	8,417,504	5,907,303	5,212,369	694,934
NET CHANGE IN CASH	(452,905)	(2,840,628)	(794,845)	71,979	(866,824)
ENDING CASH BALANCE	3,549,209	639,104	1,647,010	3,621,188	
Principal Payments	0	0	0	0	
Depreciation	292,242	45,000	407,902	360,694	
Capitalized Assets	(6,433)	(685,000)	0	(459,572)	
Change in Liabilities		0			
ADJUSTMENTS	285,809	(640,000)	407,902	(98,878)	
Base for reserve calculation	6,229,073	7,732,504	5,222,303	5,208,399	
20% cash reserve amount	1,245,815	1,546,501	1,044,461	1,041,680	
Amount over 20% Cash Reserv	2,303,395	(907,397)	602,550	2,579,509	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of November 30, 2023
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						18,849,248	20,315,242	
COMMISSION/MANAGER/CLERK	1,188,803	3,222,134.67	(2,033,332)	271%	5.03%	948,307	1,022,062	(2,200,073)
FINANCE/HUMAN RESOURCES	433,166	370,506.60	62,659	86%	1.83%	345,536	372,410	1,904
INFORMATION SYSTEMS	352,980	350,182.16	2,798	99%	1.49%	281,572	303,471	(46,711)
POLICE PROTECTION	4,619,803	4,437,813.41	181,990	96%	19.55%	3,685,214	3,971,830	(465,983)
ANIMAL CONTROL	242,734	202,368.88	40,365	83%	1.03%	193,629	208,688	6,319
FIRE PROTECTION	3,067,744	2,724,982.44	342,762	89%	12.98%	2,447,137	2,637,463	(87,520)
AMBULANCE SERVICE	3,587,447	2,716,558.22	870,889	76%	15.18%	2,861,704	3,084,272	367,714
CODE SERVICES	920,456	775,506.63	144,949	84%	3.90%	734,247	791,353	15,846
COURT SERVICES	598,993.00	534,685.68	64,307	89%	2.53%	477,816	514,978	(19,707)
ENGINEERING	553,513.00	458,769.38	94,744	83%	2.34%	441,537	475,877	17,108
SNOW REMOVAL	60,000.00	12,440.40	47,560	21%	0.25%	47,862	51,584	39,144
GOLF COURSE MAINTENANCE	506,649.00	426,196.33	80,453	84%	2.14%	404,154	435,586	9,390
GOLF SHOP	350,351.00	365,500.46	(15,149)	104%	1.48%	279,475	301,211	(64,290)
PARK	1,006,350.00	1,025,206.59	(18,857)	102%	4.26%	802,765	865,200	(160,007)
AQUATIC CENTER	187,450.00	277,569.09	(90,119)	148%	0.79%	149,529	161,158	(116,411)
ZOO	710,679.00	671,875.35	38,804	95%	3.01%	566,908	610,999	(60,876)
CIVIC BUILDING OPERATIONS	817,788.00	633,184.61	184,603	77%	3.46%	652,349	703,085	69,901
LIBRARY MAINTENANCE	67,329.00	119,272.13	(51,943)	177%	0.28%	53,708	57,885	(61,387)
GROUND MAINTENANCE	104,820.00	52,523.92	52,296	50%	0.44%	0	90,118	37,594
CONCESSION STAND	80,363.00	78,595.43	1,768	98%	0.34%	64,106	69,091	(9,504)
SHOP MAINTENANCE	136,071.00	-10,470.82	146,542	-8%	0.58%	108,544	116,986	127,457
STREET LIGHTING	377,400.00	277,307.80	100,092	73%		0	0	
MISC APPROPRIATIONS	113,000	112,371.85	628	99%		0	0	
AIRPORT	844,711	780,218	64,493	92%	3.57%	673,825	726,232	(53,986)
PARKING FACILITY	25,800	8,647	17,153	34%	0.11%	20,581	22,181	13,534
TRANSERS	3,985,000	3,958,994	26,006	99%		0	0	
CONTINGENCY	-280,252	0	(280,252)	0%		0	0	0
EXCESS CARRYOVER	3,165,514		3,165,514	0%				
GENERAL FUND	27,824,662	24,582,940	3,241,722	88%	86.60%	16,240,505	17,593,723	
	23,629,514							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30, 2023
 EXPENSES FOR WATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,038,782	451,900	1,586,882	22%
ADMINISTRATION	2,528,813	4,830,772.29	(2,301,959)	191%
WATER MAINTENANCE	1,575,015	2,939,786.14	(1,364,771)	187%
WATER PLANT	4,145,248	4,461,504.12	(316,256)	108%
WATER STOCK	5,000	94,020.12	(89,020)	1880%
	<u>10,292,858</u>	<u>12,777,983</u>	<u>(2,485,125)</u>	<u>24</u>
Capital Outlay				
Water Distribution	\$5,000		Trailer for min-excavator	
Water Plant	\$75,000		Actuators for Rapid Mixer	
Water Plant	\$100,000		Replace one high service pump	
Water Plant	\$100,000		Bulk storage tanks	
Water Plant	\$350,000		S Cottonwood to East St from KS to Potwin	
	<u>630,000</u>	<u>0</u>		

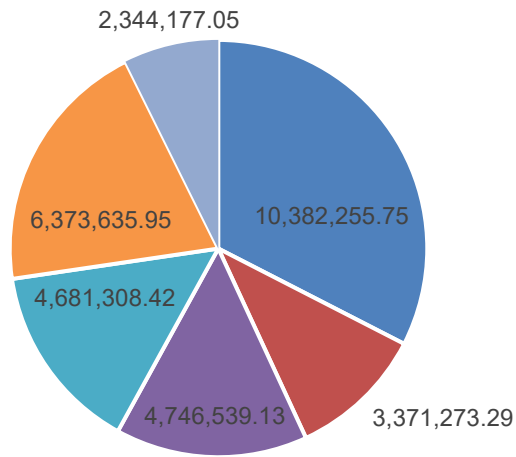
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30, 2023
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,861,779	660,708	2,201,071	23%
ADMINISTRATION	1,906,048	7,372,604	(5,466,556)	387%
SEWER MAINTENANCE	1,470,993	3,588,872	(2,117,879)	244%
SEWER PLANT	3,084,825	3,459,172	(374,347)	112%
	<u>9,323,645</u>	<u>15,081,356</u>	<u>(5,757,711)</u>	<u>8</u>
Capital Outlay				
Sewer Maintenance	\$83,000		New Sanitary Sewer camer	
Waste Water Plant	\$60,000		Replace roof on old shop building	
Waste Water Plant	\$350,000		Upgrade plant telemetry	
	<u>493,000</u>	<u>0</u>		

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of November 30, 2023
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

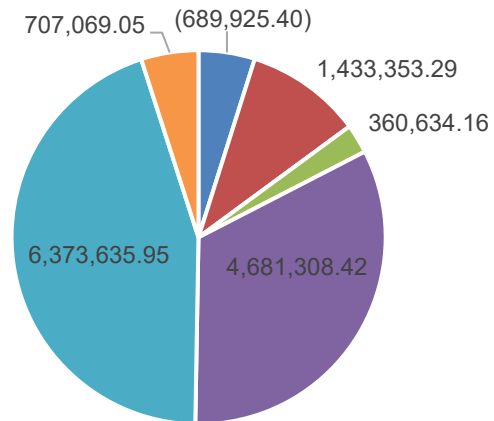
	2023 AMENDED BUDGET	2023 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	3,082,732	1,099,874	1,982,858	36%
COLLECTIONS	2,736,086	2,315,217	420,869	85%
TRANSFER STATION	1,728,919	1,254,201	474,718	73%
RECYCLING CENTER	629,767	558,105	71,662	89%
	<u>8,177,504</u>	<u>5,227,397</u>	<u>2,950,107</u>	<u>3</u>
Capital Outlay				
Collections	\$360,000		Automated Refuse Truck (2010)	
Recycling Center	\$25,000		Side by side truckster	
Transfer Station	\$300,000		Construction to new tipping box area	
	<u>\$685,000</u>	<u>0</u>		

Unencumbered Cash



■ General Use ■ Special Revenue ■ Utilities ■ Internal Service ■ Capital Projects ■ B&I

Available Funds



■ General Use ■ Special Revenue ■ Utilities ■ Internal Service ■ Capital Projects ■ B&I

City of Emporia
Unencumbered Cash Report
as of November 30, 2023

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	7,796,347.51	5,196,530.00	2,599,817.51	General Use	10,382,255.75	32.55%
102 Multi Year Fund	2,585,908.24	5,875,651.15	(3,289,742.91)	Special Revenue	3,371,273.29	10.57%
103 Insurance Reserve	659,335.57	500,000.00	159,335.57			
104 Vacant Property Program	107,349.10	-	107,349.10	Utilities	4,746,539.13	14.88%
201 Library Fund	-	-	-	Internal Service	4,681,308.42	14.68%
203 Convention & Tourism Fund	987,980.47	821,935.00	166,045.47	Capital Projects	6,373,635.95	19.98%
204 Industrial Fund	23,305.20	19,947.00	3,358.20	B&I	2,344,177.05	7.35%
205 Industrial Dev Sales Tax Fund	1,423,135.07	366,235.00	1,056,900.07		31,899,189.59	
206 Special Alcohol Fund	114,747.18	70,833.00	43,914.18			
207 Special Park & Recreation Fund	87,337.02	114,866.00	(27,528.98)	Budget		
208 Special Street Fund	301,701.05	371,317.00	(69,615.95)	General Use	(689,925.40)	
209 Drug Money Forfeitures Fund	29,323.87	72,787.00	(43,463.13)	Special Revenue	1,433,353.29	
210 Storm Water Fund	242,183.11	100,000.00	142,183.11	Utilities	360,634.16	
218 Emergency Shelter Grant Fund	6,394.00		6,394.00	Internal Service	4,681,308.42	
224 Fire Public Education	3,951.64		3,951.64	Capital Projects	6,373,635.95	
225 Police Grants Fund	2,635.91		2,635.91	B&I	707,069.05	
251 Emporia Homeowner Repair	(34,248.07)		(34,248.07)			
252 2014 Housing Rehab	47,356.85		47,356.85			
254 2020 CDBG Rehab Grant	3,994.00		3,994.00			
260 Land Bank	126,641.23		126,641.23			
301 Bond and Interest Fund	2,344,177.05	1,637,108.00	707,069.05			
305 Equipment Reserve Fund	582,349.93	433,471.00	148,878.93			
401 Coronavirus Recovery Grant	296,816.02		296,816.02			
406 Internal Improvement Fund	8,479,637.63		8,479,637.63			
409 Water Treatment Plant Improvement	890,285.96		890,285.96			
413 Water Main Improvements	(7,440,909.89)		(7,440,909.89)			
415 Civic Auditorium Project Fund	141,650.96		141,650.96			
423 Airport Improvements Fund	138,435.32		138,435.32			
428 Park Improvements Fund	(408,688.93)		(408,688.93)			
441 Paving Projects Fund	1,452,998.41		1,452,998.41			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	3,085,070.63		3,085,070.63			
501 Water Utility Fund	358,662.37	725,322.00	(1,586,848.56)			
502 Sewer Fund	766,688.38	1,156,587.00	(632,025.89)			
503 Solid Waste Fund	3,621,188.38	1,647,010.12	2,579,508.61			
601 Worker's Comp Fund	2,200,741.22		2,200,741.22			
602 Health Care Fund	2,480,567.20		2,480,567.20			
708 Fire Insurance Proceeds	4,834.76		4,834.76			
	33,248,224.19					

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, December 6, 2023, with Mayor Brinkman presiding and Commissioners Giefer, Harter, Sauder, and Smith present. Also present were City Manager Cocking, Assistant City Manager Detter, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

No comments were made at this time.

Aaron Larson, representing the Emporia Human Relations Commission was in attendance to accept a proclamation declaring the month of December 2023, as “Universal Human Rights Month” in Emporia. He stated the United Nations Assembly pledged December 10, 1948, as the Universal Declaration of Human Rights Day which sets out the freedoms and protected inalienable rights that everyone is entitled to as a human being. The City of Emporia is committed to the mission and intent of the Universal Declaration of Human Rights for all people who work, live, and play in the City of Emporia. He stated the City of Emporia is committed to dedicating ourselves to ensuring the protection of human rights along with the Emporia Human Relations Commission’s continued efforts in the elimination of all forms of human injustices and recognition of individual freedoms and protections. He expressed the hope that this year’s observance will promote the protections and recognition of human rights for all people throughout the City.

Mayor Brinkman then presented the proclamation.

**CITY COMMISSION
(Board Appointment)**

It was moved by Commissioner Sauder seconded by Commissioner Giefer that Brad Stewart be appointed to the Golf Advisory Board for a term that expires December 31, 2025. The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

**PLANNING AND DEVELOPMENT
(Request of Emporia Enterprises, Inc.)
(Intent w/Lyon County to Annex Land located at Industrial Park IV)
(Portion of Road F from US Hwy 50 to Road 180 Adjacent to Park IV Property)
(Resolution Number 3713)**

Justin Givens, Zoning Enforcement Officer, was recognized and addressed the Governing Body. He stated the City received a petition and consent from Emporia Enterprises, Inc., owners of Industrial Park IV, for annexation into the City. He stated the city is currently in the process of designing road improvements to Road F to serve the area. Industrial Park IV is approximately 147 acres, zoned Light Industrial and the road improvements and access to city utilities will assist in making the site shovel ready. The Commission previously adopted a resolution requesting that the Lyon County Board of County Commissioners make finding regarding the annexation of Industrial Park IV, allowing the property to be annexed into the city limits. County staff requested the City provide legal descriptions for the road right of way adjacent to Industrial Park IV prior for the approval of the resolution. He stated staff has prepared the requested legal description to proceed with the annexation of Industrial Park IV including legal descriptions for the road right of way for a portion of Road F from US Highway 50 to Road 180 and a portion of Road 180 adjacent to the Industrial Park IV property. When the City receives a petition and consent for annexation from a property owner and that property is not contiguous with the City, a resolution from the Governing Body must be adopted asking the Board of County Commissioners to make certain finding allowing the process to move forward. He stated staff recommends approval of Resolution Number 3713

requesting the Board of County Commissioners of Lyon County, Kansas to make certain findings regarding the annexation of property.

Commissioner Harter made a motion to approve Resolution Number 3713, a resolution requesting the Board of County Commissioners of Lyon County, Kansas to make certain findings regarding the annexation of property for a portion of Road F from US Hwy 50 to Road 180 and a portion of Road 180 adjacent to the Industrial Park IV property. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

**CITY COMMISSION
(Adopt Revised Compensation Plan)
(Resolution Number 3714)**

City Manager Cocking stated the City Commission previously declared its intention to review the pay scales annually, subject to budgetary constraints. A classification and compensation system that defines types of jobs and how much those types of jobs will pay has been declared by adjusting the compensation scales. During 2024 budget discussions, the Commission restated their intent to adjust the pay scales. He stated that based on the current market findings and with a commitment to remain competitive for labor and talent, staff is recommending approval of Resolution Number 3714, a resolution allowing an adjustment to the pay scales by 2% effective the first paycheck in 2024 and to adjust current wages by 2% accordingly.

Commissioner Giefer made a motion to approve Resolution Number 3714, a resolution adopting a revised Compensation Plan. Commissioner Sauder seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Consent Agenda

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

- a. Minutes of Regular Commission Meeting Held on November 15, 2023.
- b. Annual Charge Offs.
- c. Change Order No. 2 for Mechanic Street Reconstruction Project No. PK2101.

The vote follows: Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

CITY COMMISSION (City Manager's Report)

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

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

TENTATIVE AGENDA FOR DECEMBER 20, 2023, MEETING.

- Public Hearing for Budget Amendment.
- Ordinance for Budget Amendment.
- Consider Approval of the 2024 Maintenance Contract with Emporia Public Library.
- Boundary Resolution.
- Resolution to transfer Quaker Park to Land Bank.
- Resolution in Support of the Library Board.
- Approve MOU with REC Center.
- Development Agreement for Fairview Hotels.

NO STUDY SESSION

CITY COMMISSION (Public Comment)

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

EXECUTIVE SESSION

Commissioner Sauder made a motion to recess into Executive Session to discuss personnel matters of non-elected personnel resuming the open meeting in the City Commission Meeting Room, this same date, at 11:35 a.m. Commissioner Harter seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Giefer, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Upon reconveying the meeting in Regular Session, at 11:35 a.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had discussed personnel matters of non-elected personnel, and the following action was taken.

Commissioner Harter made a motion to authorize the Mayor to sign the Amended Employment Agreement. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman.

Commissioner Harter made a motion to recess into Executive Session for preliminary discussion of the acquisition of real property resuming the open meeting in the City Commission Meeting Room, this same date, at 11:48 a.m. and invite Jim Ubert, City Engineer and Tayler Wash, Special Projects Director. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Giefer, aye; Commissioner Sauder, aye; and Mayor Brinkman, aye.

Upon reconvening the meeting in Regular Session, at 11:48 a.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they had discussed preliminary acquisition of real property, and no action was taken.

Commissioner Giefer made a motion to recess into Executive Session to discuss confidential matters of a third party for a potential development project resuming the open meeting in the City Commission Meeting Room, this same date at 12:04 p.m. and invite Tayler Wash, Special Projects Director. Commissioner Harter seconded the motion. The vote follows: Commissioner Giefer, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Brinkman, aye.

Upon reconvening the meeting in Regular Session, at 12:04 p.m., this same date in the City Commission Meeting Room, Mayor Brinkman stated they discussed confidential matters of a third party for a potential development project and no action was taken.

Commissioner Sauder made a motion to recess the meeting until 1:15 p.m. to Conference Room 1AB. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Giefer, aye; and Mayor Brinkman, aye. Commissioner Harter was not present at the time of the vote.

STUDY SESSION:

1. Discuss CGI Digital Grant Program.
2. Discuss Implementation of Rental Registration and Revisions of the Current Vacant Property Ordinance.
3. Discuss Utility Funds.

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

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Library 2024 Contract Acceptance

Title: 2024 Emporia Public Library Maintenance Agreement

Agenda Date: December 20, 2023

Presented By: Kevin Hanlin, Director of Public Lands and Facilities

Background:

Annual renewal of the maintenance agreement between the City of Emporia and Emporia Public Library. No changes have been made other than the annual fee increase of 3%. Library Board has reviewed and authorized the Library Director to sign the agreement.

Discussion:

N/A

Financial considerations:

No city funds are required.

Recommended action:

Approve the 2024 Maintenance Agreement between the Library and City of Emporia.

Attachments:

Library Maintenance Agreement for 2024.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the Board of Directors of the Emporia Public Library, a body corporate and politic under the laws of the State of Kansas, hereinafter referred to as "LIBRARY", and the City of Emporia, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the LIBRARY occupies a building owned by the CITY and desires to make arrangements for the care, cleaning, maintenance and janitorial services of the building and for the provision of lawn maintenance; and

WHEREAS, the CITY is willing to provide such contracted services to the LIBRARY in order to ensure the continued safe use of the facility by staff and public, and a level of cleanliness and functionality; and

WHEREAS, the LIBRARY desires to have the CITY provide such services upon the terms and conditions as contained herein and has determined that the expenditures of funds for such services are an appropriate public purpose.

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and covenants contained herein, do hereby agree as follows:

1. That the term of this agreement will be for a period commencing January 1, 2024 and ending December 31, 2024. Upon mutual agreement of the parties hereto this agreement may be extended upon such other and different terms as the parties may agree.
2. The LIBRARY shall pay to the CITY for the services to be provided a sum of \$43,217.57 payable annually on or before February 15, 2024.
3. The CITY shall provide custodial and maintenance services for the building occupied by the LIBRARY in accordance with the schedule attached hereto at Addendum 1, and incorporated by reference herein, and shall additionally provide manual labor, including but not limited to moving heavy boxes, setting up programs, assisting with holiday decorations, moving furniture, equipment, etc. and providing emergency services in connection therewith upon request and as personnel are available.

4. In addition to the provision of custodial and maintenance services as set forth in the preceding paragraph, the CITY shall provide building and lawn maintenance services to the LIBRARY. Such services shall include the provision of routine maintenance and repair to the building's environmental systems (heating, air conditioning, and air handling, electrical systems, plumbing system, and elevator). Additionally, the CITY shall maintain a reasonably acceptable physical appearance and condition of the building on the interior and exterior, including the repair and replacement of damaged windows, damaged ceiling grid, wall cracks, patio and walkway brick deterioration, and miscellaneous repairs. The determination of what is reasonably acceptable appearance shall be a determination made mutually between the parties. The CITY will additionally provide emergency services upon request and as personnel are available.
5. It is anticipated between the parties that this contract will be continued from year to year and it is desired between the parties that a cost basis be more accurately determined for the amount of time and expenses reasonably necessary to provide the services encapsulated by this agreement. Therefore, the LIBRARY will make a good faith effort to document occurrences of contractor services and additional personnel deployment as coordinated by the CITY, as well as instances of the assigned CITY employee being called away on other business.
6. The LIBRARY will notify the CITY concurrently with the execution of this agreement of any separate maintenance agreements or warranties which may be in place with respect to the lawn maintenance and mechanical systems of the LIBRARY, and the CITY agrees to take no such actions which would interfere with such maintenance agreements or warranties and where independent contractors or third parties are to be provided pursuant to such agreements or warranties for the repair and/or replacement of equipment or systems otherwise covered by this agreement the parties agree that those individuals shall be so utilized in accordance with such agreements and warranties.
7. By October 15 of each year, the CITY's Facility Manager, the LIBRARY's Assistant Director of Operations, and the LIBRARY's Executive Director shall meet to review any changes to the contract based on performance, building status, and potential building problems; in addition to a pre-established monthly meeting for facility review.

8. Any notices to be provided hereunder shall be provided as follows:
 - a. To the LIBRARY: c/o Executive Director, 110 East 6th, Emporia, Kansas 66801;
 - b. To the CITY: c/o City Manager, 522 Mechanic, Emporia, Kansas 66801;
 - c. Or to such other persons as the parties hereto may designate in writing.
9. This agreement may be terminated upon the mutual consent of the parties hereto at any time after its execution. Should any termination of this agreement end during a month, then the LIBRARY's payment for such month shall be prorated.
10. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF EMPORIA, KANSAS

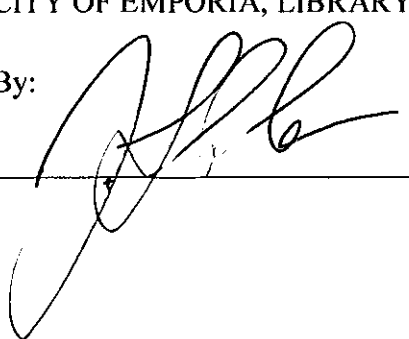
Mayor

ATTEST:

City Clerk

BOARD OF DIRECTORS OF THE

CITY OF EMPORIA, LIBRARY

By: 

ADDENDUM 1: CITY LIBRARY MAINTENANCE AGREEMENT

CLEANING, HOUSEKEEPING, AND MECHANICAL SYSTEMS DUTIES

DAILY AND WEEKEND RESPONSIBILITIES

1. Restrooms: Each restroom (including the staff and family restrooms) shall be cleaned thoroughly before the LIBRARY's opening time, or as soon thereafter as circumstances permit, Monday through Friday and during the day as emergency situations arise. Daily cleaning will be comprised of: cleaning mirrors; sanitizing urinals, changing tables, toilet bowls, and sinks; sanitary napkin disposal and diaper pail are to be emptied and wiped down as needed; floors mopped with clean water and disinfectant; and paper towel, toilet paper, and hand soap dispensers filled as necessary. Air fresheners will be refilled upon system alert.
2. Empty trash containers in public and staff areas, and move recycling materials to the designated outside location.
3. Sanitize and clean the drinking fountains.
4. Clean all interior and exterior foyer doors and glass panels, below the 7-foot level.
5. Dust mop and/or wet mop Main lobby and vestibules, if needed. Vacuum the entry carpets and browsing area rugs daily.
6. Vacuum carpet in heavy traffic areas.
Dust mop and/or wet mop public staircase and landings daily.
7. Set up programs as noted in the calendar, realizing that LIBRARY employees may at times need to assist when events are back-to-back or if additional CITY personnel is unavailable. Rooms shall be cleaned and tabletops wiped down between meetings as personnel and time permits.
8. Do trash clean-up (policing) of the outside areas of the LIBRARY including parking lots, courtyard, lawn and other areas as needed. Empty outside trash receptacles located throughout the courtyard. Clear sidewalks around LIBRARY leading to entrances, staff and public.

9. Clean staff lounge (Breakroom) floor and meeting room kitchenette and empty trash can in each daily. Table and counter tops, sinks, and dirty dishes are the responsibility of LIBRARY. Wipe down the exterior of the appliances, such as dishwasher, cabinets, stove, and refrigerators.
10. Elevator should be cleaned, with walls wiped and floors wet mopped.
11. Snow removal shall take place daily, as needed. This is a priority job, taking precedence over all other daily duties. Restrooms shall be cleaned in addition to snow removal, but only after snow removal is complete. Weekend and holiday snow removal shall take place only if the LIBRARY is open to the public.

WEEKLY RESPONSIBILITIES

1. Dust chairs, benches, and display cases throughout the LIBRARY. The CITY shall not be responsible for dusting open shelving, table tops, or work areas.
2. LIBRARY will insure that all plants that need watering have the proper protection under each container. If water spills occur, they should be promptly cleaned up. LIBRARY is responsible for watering inside plants. CITY shall maintain underground sprinkler system for grass surfaces.
3. Mowing of the LIBRARY grass will take place weekly, or as needed. CITY shall maintain trees and bushes as needed. CITY shall repair cracks and expansion joints on hard surfaces for removal of weeds and grass as time allocation permits.
4. Clean both sides of the plexi-glass areas on stairway, carpet side of atrium plexi-glass, and spot-clean any interior partition glass.
5. Vacuum all remaining carpet not included with daily duties insuring the entire building is vacuumed within a one-month period.
6. Dust mop and/or wet mop floor tile behind circulation desk and underneath furniture on both 1st and 2nd floors.
7. Dust mop and/or wet mop staff work area and Building Maintenance area, as well as the west stairwell as needed.
8. CITY shall monitor and repair underground irrigation system for proper operation.

MONTHLY RESPONSIBILITIES

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

QUARTERLY RESPONSIBILITIES

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

ANNUAL RESPONSIBILITY

It is agreed upon that there will be designated library cleaning days on mutually agreed upon days within the first 20 days of August. These designated cleaning days will be used to take care of many of cleaning, maintenance, and repair opportunities at the LIBRARY. Some such items include:

1. Floor brick surfaces and vinyl tile shall be stripped and new finish applies.
2. Carpeting shall be chemically cleaned annually by a professional outside contractor, by the power extraction method. Cleaning smaller areas of carpet may be done by CITY as needed.
3. The exterior glass on windows, doors, and the skylight shall be washed and cleaned.

AS NEEDED

1. Replacement of lightbulbs shall be on an as required basis.
2. Painting and minor remodeling shall be completed on a time available basis.
3. Sweep and remove trash from mechanical, west stairwell, and the basement as needed.

SUPPLIES

The CITY will provide all housekeeping and custodial supplies, which will include such items as paper towels, toilet tissue, cleaning chemicals, hand soaps, trash bags, and other items as may be essential for safe operation. CITY will provide light bulbs, ballasts, light fixtures, and air filters as needed.

EQUIPMENT

The CITY will provide most equipment for doing the aforementioned work (i.e., vacuum cleaners, scrubbing machines, mowers, etc.) and replacement of this service type equipment shall be part of the contracted monies and shall be CITY property.

TERMS

All work being performed shall be part of the contracted amounts with any special projects, other than emergencies receiving approval from LIBRARY Executive Director and CITY Facilities Manager.



Commission Action Report

Ordinance No. 23-38 for Water Rate Increase

Title: Ordinance No. 23-38 for Water Rate Increase

Agenda Date: December 20, 2023

Presented By: Janet Harrouff, Director of Finance

Background:

In March 2023 a rate study was conducted by Burns and Mac with a recommendation to increase rates in April and January 1, 2024, approximately 8% and 7.5% to cover the water main projects that have been approved. The rate increase was adopted. During discussions on water rights in May the commission approved increasing the acreage feed from Council Grove Lake. The state approved the request, but a higher payment will be charged than was included in the rate study. Therefore, an additional 1% rate increase is needed.

Discussion:

During the December 6th study session, the commission directed staff to bring a 1% rate increase ordinance back to the commission for adoption.

Financial considerations:

The additional 1% water rate increase will generate approximately \$80,000 annually. An average customer using 5,000 gallons of water per month will see approximately .34 increase in their water bill.

Recommended action:

Approve Ordinance No. 23-38 for Water Rate Increase.

Attachments:

Ordinance No. 23-38

ORDINANCE NO. 23-38

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

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

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

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

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

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective January 1, 2024 Inside City
5/8	10.63
3/4	11.84
1	13.24
1 1/2	21.89
2	27.43
3	46.58
4	80.77
6	147.87
8	259.04
10	364.90
12	454.82

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

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Inside City Effective January 1, 2024
First 10,000	4.49
Next 190,000	3.78
Next 6,800,000	2.59
Over 7,000,000	2.40

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

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

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

(1) A monthly service charge as follows:

Size of Meter (Inches)	Effective January 1, 2024 Outside City
5/8	21.25
¾	23.67
1	26.48
1 ½	43.77
2	54.86
3	93.16
4	161.54
6	295.75
8	518.09

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

(2) A monthly usage charge, as follows:

Gallons Used Per Month	Charge Per 1,000 Gallons Outside City Effective January 1, 2024
First 10,000	8.99
Next 190,000	7.55
Next 6,800,000	5.17
Over 7,000,000	4.81

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

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

Effective January 1, 2024, rural water district consumers shall pay four dollars forty-nine cents (\$4.49) per one thousand (1,000) gallons.

Section 4. The provisions of this ordinance shall take effect on January 1, 2024, after publication in the official City newspaper.

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

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, on this 20th day of December 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Agreement with Rural Fire District No. 4

Title: Agreement with Rural Fire District No. 4

Agenda Date: December 30, 2023

Presented By: Christina Montgomery, City Attorney

Background:

The City of Emporia and Rural Fire District No. 4 have been parties to an agreement for a number of years whereby the City provides fire protection services to the Fire District and the Fire District pays for storage of equipment and the equivalent of wages and benefits firefighters or paramedics.

Discussion:

The Agreement is for a two-year term with an expiration date of December 31, 2025. The Agreement includes the same fee structure as the last agreement with a storage fee of \$3 per square foot and the equivalent of wages and benefits for 3 staff.

Financial considerations:

Payments will be made quarterly by the Fire District to the City.

Recommended action:

Approve Agreement with Rural Fire District No. 4

Attachments:

Agreement with Rural Fire District No. 4

AGREEMENT
BY AND BETWEEN
THE CITY OF EMPORIA, KANSAS,
AND
RURAL FIRE DISTRICT FOUR
TO FURNISH FIRE FIGHTING SERVICE

THIS AGREEMENT, made and entered into by the City of Emporia, Kansas, a municipal corporation of the State of Kansas (hereinafter referred to as "CITY"), and Rural Fire District Four of Lyon County, Kansas (hereinafter referred to as "FIRE DISTRICT"), pursuant to the authority given in K.S.A. 19-3601, et seq., as amended.

WITNESSETH:

WHEREAS, the CITY has an organized Fire Department under the control of the governing body thereof for the provision of fire protection services, and

WHEREAS, the FIRE DISTRICT desires to use the Fire Department of the CITY for providing and furnishing fire protection services to the FIRE DISTRICT, and

WHEREAS, the parties have devised a formula by which to estimate the cost of fire services which may be used as a guideline to negotiate an annual payment. That formula consists of \$3.00 per square foot for storage of equipment and the equivalent of wages and benefits paid to three (3) firefighter/paramedics employed by CITY during the previous calendar year.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein, it is by the parties hereto covenant and agree as follows:

1. The CITY hereby agrees, subject to the terms and conditions contained herein, to furnish to the FIRE DISTRICT fire protection services as approved by statute, including the use, operating, housing and maintenance of certain fire apparatus equipment and supplies purchased by the FIRE DISTRICT for the purpose of providing said services. The CITY hereby agrees to provide insurance for fire apparatus purchased by the FIRE DISTRICT and will annually provide to the FIRE DISTRICT copies of current proof of insurance.
2. In compensation for the provision of fire services, FIRE DISTRICT shall pay to the CITY the annual sum equal to \$3.00 per square foot for storage of equipment; 2,912 square feet total for the year 2024 and year 2025, and the equivalent of annual wages and benefits paid to three (3) firefighter/paramedics employed by CITY during the previous calendar year. Said amount shall be paid to the CITY in equal quarterly installments with the first such payment due on March 1 and subsequent payments due on the 1st day of June, September, and December. The CITY will send quarterly invoices to the FIRE DISTRICT.

3. The parties shall meet prior to May 30 of each year to determine the rate for the following year for storage of equipment and the anticipated wages and benefits equivalent of three (3) firefighter/paramedics employed by the CITY. The CITY shall notify the FIRE DISTRICT of the final wages and benefits equivalent for the previous calendar year by February 1 of each year. The parties shall meet prior to the expiration of the contract for the purpose of negotiating a new agreement. The CITY is planning for construction of a new Fire Station 1 and expansion and remodeling of Fire Station 2 and anticipates an increase in the rate for storage of equipment and/or square footage for the FIRE DISTRICT in subsequent years.
4. The CITY will assume all routine maintenance and repair costs on the equipment up to \$1,200 for each occurrence. The FIRE DISTRICT shall be responsible for non-routine repair costs and for routine maintenance and repairs that exceed \$1,200 per occurrence. Items considered routine are as follows: check engine light diagnostics, emergency light repairs, head light repair, tail light repair, side marker light repair, tank level indicator repairs, tank to pump issues, winch issues, windshield repair, speedometer repair, foam system issues, hose and belt repair, alignment, oil changes, and coolant issues. Additionally, tune ups, consumables such as engine oil, differential lubricant, radiator coolant, brake fluid, power steering fluid, wiper blades, brake pads and tires will also be considered routine maintenance items. Any repair or maintenance item not listed shall be considered non-routine.
5. The FIRE DISTRICT shall be responsible for purchasing new equipment and apparatus which it deems necessary. The CITY shall be responsible for notifying the FIRE DISTRICT of equipment and apparatus needs. All purchased equipment and apparatus shall meet NFPA standards, when applicable.
6. The effective date of the Agreement shall be January 1, 2024, and shall terminate on December 31, 2025. If a new agreement is not executed by the end of the term, the provisions shall remain in effect until such time as a new agreement is executed or the contract is terminated.
7. This Agreement may be terminated by either party upon three hundred sixty-five (365) days written notice to either party.
8. The preceding constitutes the entire Agreement of the parties, and no amendment thereof shall be effective unless in writing signed by the parties hereto. No waiver of any covenant or agreement contained herein shall be effective unless in writing and no such waiver shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any other covenant or agreement.
9. The provisions of the Agreement shall supersede any prior written or oral agreements between the parties.
10. Each signatory to this Agreement represents that they have obtained the necessary authority to bind the contracting entities.

11. Notwithstanding anything in this Agreement to the contrary, any amounts required to be paid to the CITY under this Agreement shall be subject to and dependent upon annual appropriation being made by the Lyon County Commission for such purposes.

IN WITNESS WHEREOF the parties have caused this document to be executed.

DATE _____
CITY OF EMPORIA, KANSAS

Susan Brinkman, Mayor

DATE 12-4-2023
RURAL FIRE DISTRICT FOUR

Paul Challenger
Paul Challenger, Chairman

Attest:

Kerry Sull, City Clerk



Commission Action Report

Resolution No. 3718 for 5-Year Solid Waste Management Plan

Title: Resolution No. 3718 for 5-Year Solid Waste Management Plan

Agenda Date: December 20, 2023

Presented By: Dean Grant, Public Works Director

Background:

The Solid Waste Management Planning Committee met for the 5-year review and approval of updates to the plan for the year 2022 on November 30, 2023. 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 for the City of Emporia, Lyon County, and Chase County. Changes to the Plan included information on various tables and charts throughout the plan. Those changes, with any corrections, were unanimously approved by the Committee at the conclusion of the meeting. The corrected plan will be presented to the committee at next year's meeting.

Discussion:

The 5-year review of the Solid Waste Management Plan has been approved by the Solid Waste Management Planning Committee. This plan now must be approved by resolution by the commissions of Chase County, Lyon County, and the City of Emporia. Upon approval by the three governing bodies, the plan will then be submitted to KDHE, with corrections, for their review and approval.

Financial Considerations:

N/A

Recommended Action:

Approve Resolution No. 3718 for the 5-year Solid Waste Management Plan.

Attachments:

Resolution No. 3718
2022 Solid Waste Management Plan
List of Updated and Corrected Items

RESOLUTION NO. 3718

A RESOLUTION RELATING TO THE 5-YEAR 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 30, 2023 at the City Water Treatment Plant with members of the Committee being present for the purpose of the 5-year review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS, the Solid Waste Management Plan 5-Year 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 30, 2023; 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 20th Day of December 2023.

Susan Brinkman, Mayor

ATTEST:

Kerry Sull, City Clerk

Solid Waste Management Plan
Chase County • City of Emporia • Lyon County
2023
5 Year Review Edition
Review of Year 2022

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	2,548	\$60,233,814	\$14,745,982	57.24
Lyon County	32,175	\$395,448,834	\$15,425,000	52.98
City of Emporia	23,941	\$201,471,760	\$50,836,536	44.43
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	2022 Population	2020 Valuation	County	Government Structure
Admire	3	133	\$494,737	Lyon	Mayor - Council
Allen	3	160	\$734,530	Lyon	Mayor - Council
Americus	3	764	\$4,329,356	Lyon	Mayor - Council
Bushong	3	31	\$89,432	Lyon	Mayor - Council
Emporia	1	23,941	\$201,471,760	Lyon	Manager - Commission
Hartford	3	352	\$859,665	Lyon	Mayor - Council
Neosho Rapids	3	226	\$1,273,511	Lyon	Mayor - Council
Olpe	3	510	\$3,878,686	Lyon	Mayor - Council
Reading	3	179	\$939,273	Lyon	Mayor - Council
Cedar Point	3	23	\$370,047	Chase	Mayor - Council
Cottonwood Falls	3	842	\$4,560,401	Chase	Mayor - Council
Elmdale	3	40	\$244,066	Chase	Mayor - Council
Matfield Green	3	50	\$373,824	Chase	Mayor - Council
Strong City	3	382	\$2,141,537	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, and its 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 2022 Populations of the Region					
County	City	Population	County	City	Population
Chase	Cedar Point	23	Lyon	Admire	133
Chase	Cottonwood Falls	842	Lyon	Allen	160
Chase	Elmdale	40	Lyon	Americus	764
Chase	Matfield Green	50	Lyon	Bushong	31
Chase	Strong City	382	Lyon	Emporia	23,941
			Lyon	Hartford	352
			Lyon	Neosho Rapids	226
			Lyon	Olpe	510
			Lyon	Reading	179
Chase	Rural County	495	Lyon	Rural County	2,355
Chase	Total County	1337	Lyon	Total County	26,296
Source: Kansas Statistical Abstract 2022					

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 55 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 35.6 and 33.9 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 for 2022 for Chase County, Lyon County, and the State of Kansas.

Table 1.6 Regional Climatic Data Average (2021)

Region	Precipitation (inches)	Temperature (F)
Chase County	35.6	55.1
Lyon County	33.9	55.1
State of Kansas	29.0	55.5
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 2020 to year 2050 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	33,671
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: US 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				
	2022	2021	2020	2019	2018
Free Refuse (Transfer Station)	143.90	1.63	1.37	157.62	189.51
Mixed Loads (Transfer Station)	2,729.69	3,232.55	3,837.20	3,562.48	3,719.80
Recycling Center Refuse	26.71	25.52	28.61	28.91	17.93
Lyon County Hazardous Waste	12.35	13.45	15.47	14.88	17.74
City of Emporia Refuse Truck	13,643.65	13,726.77	12,947.46	13,447.88	13,015.51
City of Emporia Roll Off Service	18,149.72	17,058.76	15,055.55	13,194.36	12,443.14
Steve's Trash Service	984.87	1,240.50	1,013.50	1,300.36	909.51
Waste Management Service	55.61	227.45	231.88	150.58	52.02
Cottonwood Falls	829.10	853.28	814.69	856.32	838.48
Trash- C & D	25.37	16.21	15.52	26.99	14.17
Transfer Station Subtotal	36,883.45	36,639.31	34,190.49	32,717.49	30,963.80
Actual Transfer Amount	36,232.83	35,893.48	33,682.70	32,261.43	31,527.32
% At Point Reduction	2.04%	2.04%	1.49%	1.39%	1.37%
Number of Loads Transferred	1,578	1,564	1,476	1,409	1,374
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				
	2022	2021	2020	2019	2018
Construction & Demolition	12,419.12	9,328.23	10,317.98	10,257.22	8,595.38
C & D Government	6,827.72	3,765.51	3,777.89	5,443.15	9,470.11
Compost	665.12	767.01	957.07	882.29	868.47
Brush & Wood	2,454.18	3,094.10	4,841.67	6,180.08	3,943.66
Processed Tires	383.93	407.07	400.60	379.31	337.80
Pallets					
C & D Landfill Subtotal	22,745.07	18,054.37	20,295.21	23,142.05	23,215.48
Gallons Oil	1,254	1,233	1,626	1,287	1,592
Number of Small Tires	1,094	1562	941	835	698
Number of Split Large Tires	48	18	454	9	21
Number of Appliances	107	159	124	103	110
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
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
2022	86	\$1,131,353	2022	11	\$668,688
Emporia			Lyon County		
Year	Permits	Value	Year	Permits	Value
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
2022	1,434	\$70,132,430	2022	14	\$3,977,200
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 2018 thru 2022.

Table 3.4 Multi-Family Building Permits Issued	
Year	Permits & 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
2022	83 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	
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
2022	6	\$16,674,136	83	\$9,204,854	0	\$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	
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
2022	1	\$59,994	12	\$6,150,525	0	\$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	18,420
Employment	17,960
Unemployment	460
Unemployment Rate	2.4%
Source: Kansas Statistical Abstract 2022	

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 2022 per capita income.

Table 3.9 Per Capita Income & Households & Families	
Per Capita Income 2015	
Chase County	\$64,717
Lyon County	\$46,177
State of Kansas	\$58,924
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	1,814	19,288	1,921,951
Less Than High School	118	2,246	161,293
High School Graduate	580	6,103	493,339
Some College or Associates Degree	584	5,794	606,084
Bachelors Degree	410	3,096	415,201
Graduate or Professional Degree	122	2,049	246,034
Source: Kansas Statistical Abstract 2022			

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 2018 thru year 2022 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 2022 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	\$370,047
	Cottonwood Falls	\$4,560,401
	Elmdale	\$244,086
	Matfield Green	\$373,824
	Strong City	\$2,141,537
	County - Wide	\$7,690,633
Lyon	Admire	\$494,757
	Allen	\$734,530
	Americus	\$4,329,356
	Bushong	\$89,432
	Emporia	\$201,471,760
	Hartford	\$1,859,665
	Neosho Rapids	\$1,273,511
	Olpe	\$3,878,686
	Reading	\$939,273
	County - Wide	\$215,070,950

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 2022 by source used for household heating.

Table 3.15 Occupied House Heating Fuel					
County	Units	Utility Gas	Propane Gas	Electric	Other
Chase	1,063	43.5%	29.1%	20.5%	3.2%
Lyon	13,215	56.0%	11.8%	29.5%	0.4%
Source: Kansas Statistical Abstract 2022					

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	2022	2021	2020	2019	2018
Glass	0.00	0.00	0.00	0.00	0.00
Metals, Aluminum	1.39	1.20	1.29	1.90	0.86
Metals, Iron	102.31	150.79	168.32	118.37	100.42
Metals, Precious	143.04	0.40	7.26	2.06	0.56
Metals, Steel Cans	0.00	0.00	0.00	0.00	0.00
Oil	6.90	7.06	6.50	7.36	1.41
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	1090.42	1127.41	1061.81	1039.35	1038.09
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	1344.06	1286.86	1382.40	1448.92	1436.09
MRF Tons	1250.14	1368.90	1245.18	1384.97	1388.97
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	2022	2021	2020	2019	2018
C & D Waste, General	12,419	9,328	10,317	10,257	8,595
C & D Waste, Government	6,822	3,765	3,777	5,443	9,470
Total Tons	19,241	13,093	14,095	15,700	18,065
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.

Table 3.18 Regional Recycling Trailer (Pounds Collected)					
Year	2022	2021	2020	2019	2018
Admire	12,300	12,590	14,100	11,960	11,950
Americus	12,010	16,990	20,020	16,940	9,540
Hartford	19,250	19,610	20,530	21,870	17,360
Neosho Rapids	14,530	12,990	14,520	13,740	13,460
Northern Heights	7,250	7,770	6,740	8,600	7,880
Olpe	75,490	77,540	77,970	73,190	79,550
Reading	12,400	13,340	13,860	12,750	12,370
Chase County	84,840	0.00	0.00	0.00	0.00
Totals	238,050	160,830	153,654	247,760	152,110
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	2022	2021	Year		
			2020	2019	2018
Refuse Truck, City of Emporia	13,683	13,726	12,947	13,447	15,015
Roll Off Truck, City of Emporia	18,149	17,058	15,055	13,194	12,443
Mixed Loads	2,729	3,232	3,827	3,562	3,719
Refuse Truck, Steve's Refuse Service	1,200	1,025	1,227	1,009	1,343
Refuse Truck, Waste Management Service	55	227	231	150	52
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	Year				
	2022	2021	2020	2019	2018
Compost	665	767	957	882	868
Brush & Wood	2,454	3,094	4,841	6,180	3,943
Construction & Demolition	12,419	9,328	10,317	10,257	8,595
Construction & Demolition Gov.	6,822	3,765	3,777	5,443	9,470
Processed Tires (Tons)	383	407	400	379	337
Oil (Gallons)	1,254	1,233	1,404	1,287	1,131
Small Tires (Number)	1,094	1,562	941	835	698
Large Tires, (Number)	48	18	454	9	21
Appliances (Number)	107	159	124	103	110
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 2018 through 2022. 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	2022	2021	2020	2019	2018
CFL's	5,000	140	900	5,432	1,240
Corrosive Acid	1,843	1,790	962	705	2,942
Corrosive Base	1,843	1,790	962	705	2,605
E Waste	35,750	29,492	29,501	22,660	58,750
Flammable/Pesticide Liquids	3,066	3,913	3,326	3,046	26,434
Flammable/Pesticide Solids	0	0	0	0	0
Antifreeze	596	1,545	7,094	1,207	1,303
Used Oil (8.0 lb. per gallon)	16,227	19,410	17,853	12,499	18,818
Auto Batteries	0	210	0	0	351
Lithium Batteries	0	0	0	0	0
Total Pounds Waste Received	128,281	102,062	107,323	79,665	112,443
Total Participants for the Year	2,120	2,030	1,235	1,514	1,585
Total Disposal Costs for the Year	\$22,397	\$21,149	\$21,769	\$31,880	\$55,664
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 2022 population and the 2022 landfill disposal records. The approximate population who disposed of their refuse through the transfer station facilities in 2022 was 36,232. The total Transfer Station Refuse Intake in 2021 was 33,883 tons. The total amount of compost not transferred to Hamm's Landfill in 2022 was 665 tons. The total amount of construction and demolition waste not transferred to Hamm's Landfill was 12,419 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
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
2050	31,659	40,215	1,040	12,337
Source: Transfer Station Report 2022				

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 **36,883** tons of refuse in **2022**. The total wastes transferred to Hamm’s Landfill was **36,232** tons. This is a recovery of **651** tons or **1.76%** 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 offsetting 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. *Note: The city of Emporia evaluates all viable vehicle/equipment on the current market, including alternative fuels.

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
2022-2026
Revenue Detail and Expenditure Summary
Cash Basis

SOLID WASTE DISPOSAL FUND

	2019 (Actual)	2020 (Actual)	Estimated 2021	Budget 2022	Budget 2023	Budget 2024	Budget 2025	Budget 2026
BEGINNING CASH	2,447,244	3,110,960	3,573,195	3,428,906	2,610,891	1,643,600	717,295	(295,206)
REVENUE								
Refuse Collection Fees	2,986,938	2,778,214	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
County Contract	-	-	-	-	-	-	-	-
Loss on Sale of Assets	(157,970)	-	-	-	-	-	-	-
Interest on Investments	73,647	20,595	1,500	1,500	1,500	1,500	1,500	1,500
Insurance Recovery	-	-	58,510	-	-	-	-	-
Trf from Health Ins - Premiur	-	-	-	-	-	-	-	-
Resale of Recyclables	71,238	93,356	100,000	70,000	70,000	70,000	70,000	70,000
Box Container Fees	1,565,415	1,697,825	1,700,713	1,700,713	1,700,713	1,700,713	1,700,713	1,700,713
Landfill Fees	562,406	593,564	517,000	515,000	515,000	515,000	515,000	511,000
Transfers	-	-	-	-	-	-	-	-
Miscellaneous	17,578	31,546	4,768	4,768	4,800	4,800	4,800	4,800
TOTAL RECEIPTS	5,119,252	5,215,101	5,232,491	5,141,981	5,142,013	5,142,013	5,142,013	5,138,013
EXPENDITURES								
Personnel Services	1,641,135	1,834,321	1,862,563	1,951,426	2,029,368	2,110,427	2,194,729	2,282,403
Vacancy	-	-	(35,648)	(37,124)	(38,609)	(40,153)	(41,759)	(43,430)
Maintenance & Repair	151,511	191,335	262,000	268,500	262,000	262,000	262,000	262,000
Commodities	246,657	191,128	285,000	279,500	280,500	281,500	282,500	283,500
Other Charges	75,675	121,801	188,130	195,230	197,230	199,230	201,230	203,230
Capital Outlay	739,338	458,623	260,000	648,250	624,000	500,000	500,000	500,000
Trf to General Fund	55,564	-	-	-	-	-	-	-
Utilities	44,152	38,914	49,850	49,850	49,850	49,850	49,850	49,850
Communications	34,380	27,618	41,500	41,500	41,500	41,500	41,500	41,500
Travel & Training	3,078	588	9,250	8,750	8,750	8,750	8,750	8,750
Contractual Services	1,368,648	1,343,657	1,643,300	1,743,600	1,844,200	1,844,700	1,845,200	1,845,200
Administrative Fee 17%, 16%	858,055	820,683	810,834	810,514	810,514	810,514	810,514	809,874
Outstanding PO's	(207,406)	-	-	-	-	-	-	-
Change in Liabilities	(555,251)	(275,801)	-	-	-	-	-	-
TOTAL EXPENDITURES	4,455,536	4,752,866	5,376,779	5,959,996	6,109,303	6,068,318	6,154,514	6,242,877
NET CHANGE IN CASH	663,716	462,234	(144,288)	(818,015)	(967,290)	(926,306)	(1,012,501)	(1,104,865)
ENDING CASH	3,110,960	3,573,195	3,428,906	2,610,891	1,643,600	717,295	(295,206)	(1,400,071)
Base for reserve calculation	3716198	4294244	5116779	5311746	5485303	5568318	5654514	5742877
20% cash reserve amount	743240	858849	1023356	1062349	1097061	1113664	1130903	1148575
Amount over 20% Cash Reserv	2367721	2714346	2405550	1548542	546540	-396369	-1426109	-2548647
Percentage	83.71%	83.21%	67.01%	49.15%	29.96%	12.88%	-5.22%	-24.38%

Revenue continued

Table 4.1 Tipping Fees		
Description	Fees	
Mixed Loads	\$48.45 per ton	\$2.42 per 100 lbs./\$10.00 minimum up to 500 lbs.
Packer Truck Fee	\$45.42 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	\$26.33 per ton/\$10.00 minimum up to 500 lbs or \$1.31 per 100 lbs.	
White Goods (Appliances)	\$30.55 each	
Special Wastes	\$75.76 ton plus administrative & handling fee	
Yard Waste/Brush/Tree Logs	No Charge-for residential Commercial \$10.00 per ton	
Out of Chase or Lyon County	\$71.10 ton minimum plus approval and \$39.50 for C&D	
Industrial Refuse	\$68.47 per ton plus administrative cost (KDHE Disposal Permit Required)	
Tire: 20" or smaller	\$3.36 each	
Tire: 21" - 24.5"	\$6.56 each	
Tire: Larger than 24.5"	Accepted Only if Split	
Tire: Processed	\$25.00 per ton	
Penalty Fee (Unsecured Load)	\$13.00 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 4.2 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.
New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, 4 th of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve. at noon, & Christmas Day	
Day	Closed

4.b Inventory of Recyclers

Table 4.3 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 4.3 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, 2023 Kenworth Roll-Off Truck

Year 2022: 2018 John Deere 710L Backhoe

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

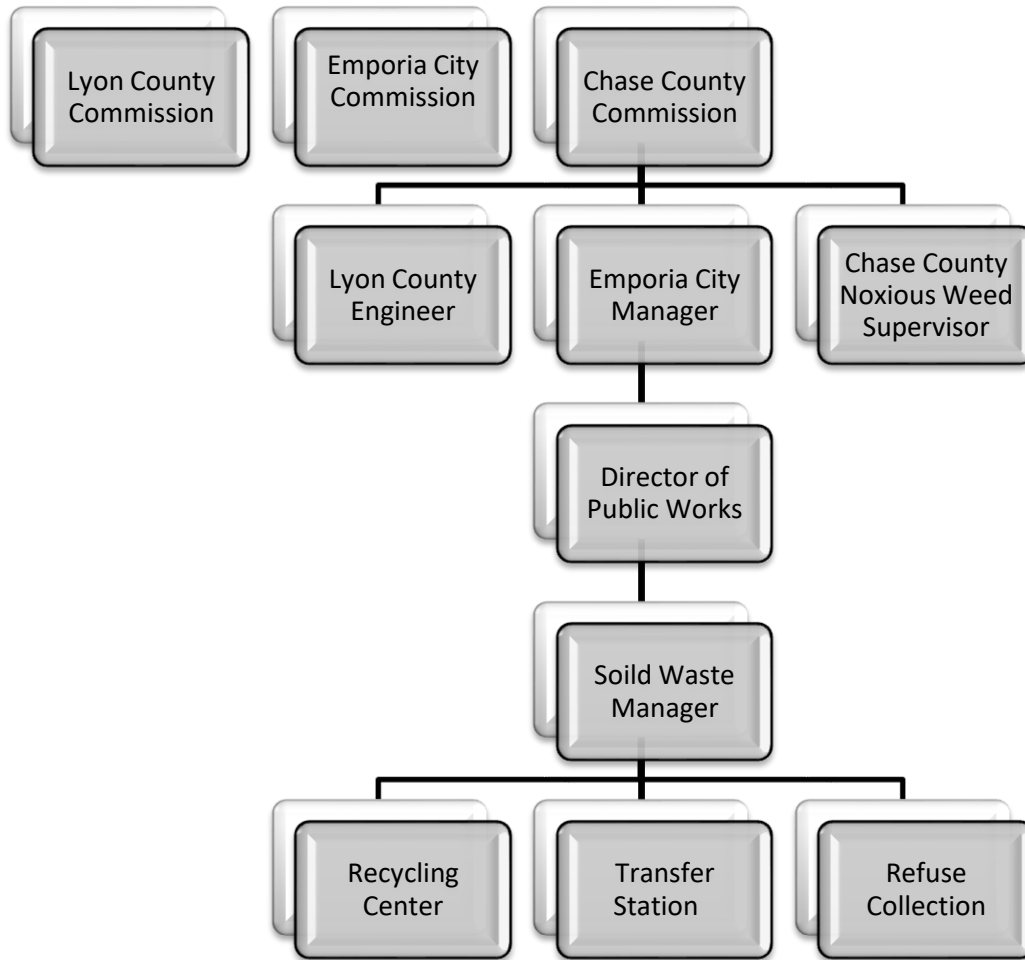
Selection of a transfer station facility was evaluated and recommended in the Solid Waste Development Plan and Sanitary Landfill Closure Plan prepared for the City of Emporia and Lyon County by Burns and McDonnell Waste Consultants, Incorporated in October of 1992.

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 2023. 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	\$65,151	1	\$130,302
Maintenance Worker	6	\$37,317	1	\$223,902
Gatehouse Keeper	1	\$51,792	1	\$51,792

Table 8.2 Recycling Center -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Laborer	2	\$31,200	1	\$45,426
Maintenance Worker	1	\$37,317	1	\$37,713

Table 8.3 Sanitation Collections -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Foreman	1	\$57,158	1	\$57,158
Maintenance Worker	12	\$38,480	1	\$461,760
Laborer (Full Time)	6	\$31,200	1	\$187,704

Table 8.4 Administration -- Human Resources Requirements				
Job Description	Positions	Average Salary	Time Allocation	Cost Per Year
Director of Public Works	1	\$117,893	0.5	\$58,946
Solid Waste Supervisor	1	\$106,693	1	\$106,693
Solid Waste Assistant	1	\$57,148	1	\$57,148

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
2022-2026
Revenue Detail and Expenditure Summary
Cash Basis

SOLID WASTE DISPOSAL FUND

	2019 (Actual)	2020 (Actual)	Estimated 2021	Budget 2022	Budget 2023	Budget 2024	Budget 2025	Budget 2026
BEGINNING CASH	2,447,244	3,110,960	3,573,195	3,428,906	2,610,891	1,643,600	717,295	(295,206)
REVENUE								
Refuse Collection Fees	2,986,938	2,778,214	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
County Contract	-	-	-	-	-	-	-	-
Loss on Sale of Assets	(157,970)	-	-	-	-	-	-	-
Interest on Investments	73,647	20,595	1,500	1,500	1,500	1,500	1,500	1,500
Insurance Recovery	-	-	58,510	-	-	-	-	-
Trf from Health Ins - Premiur	-	-	-	-	-	-	-	-
Resale of Recyclables	71,238	93,356	100,000	70,000	70,000	70,000	70,000	70,000
Box Container Fees	1,565,415	1,697,825	1,700,713	1,700,713	1,700,713	1,700,713	1,700,713	1,700,713
Landfill Fees	562,406	593,564	517,000	515,000	515,000	515,000	515,000	511,000
Transfers	-	-	-	-	-	-	-	-
Miscellaneous	17,578	31,546	4,768	4,768	4,800	4,800	4,800	4,800
TOTAL RECEIPTS	5,119,252	5,215,101	5,232,491	5,141,981	5,142,013	5,142,013	5,142,013	5,138,013
EXPENDITURES								
Personnel Services	1,641,135	1,834,321	1,862,563	1,951,426	2,029,368	2,110,427	2,194,729	2,282,403
Vacancy	-	-	(35,648)	(37,124)	(38,609)	(40,153)	(41,759)	(43,430)
Maintenance & Repair	151,511	191,335	262,000	268,500	262,000	262,000	262,000	262,000
Commodities	246,657	191,128	285,000	279,500	280,500	281,500	282,500	283,500
Other Charges	75,675	121,801	188,130	195,230	197,230	199,230	201,230	203,230
Capital Outlay	739,338	458,623	260,000	648,250	624,000	500,000	500,000	500,000
Trf to General Fund	55,564	-	-	-	-	-	-	-
Utilities	44,152	38,914	49,850	49,850	49,850	49,850	49,850	49,850
Communications	34,380	27,618	41,500	41,500	41,500	41,500	41,500	41,500
Travel & Training	3,078	588	9,250	8,750	8,750	8,750	8,750	8,750
Contractual Services	1,368,648	1,343,657	1,643,300	1,743,600	1,844,200	1,844,700	1,845,200	1,845,200
Administrative Fee 17%, 16%	858,055	820,683	810,834	810,514	810,514	810,514	810,514	809,874
Outstanding PO's	(207,406)	-	-	-	-	-	-	-
Change in Liabilities	(555,251)	(275,801)	-	-	-	-	-	-
TOTAL EXPENDITURES	4,455,536	4,752,866	5,376,779	5,959,996	6,109,303	6,068,318	6,154,514	6,242,877
NET CHANGE IN CASH	663,716	462,234	(144,288)	(818,015)	(967,290)	(926,306)	(1,012,501)	(1,104,865)
ENDING CASH	3,110,960	3,573,195	3,428,906	2,610,891	1,643,600	717,295	(295,206)	(1,400,071)
Base for reserve calculation	3716198	4294244	5116779	5311746	5485303	5568318	5654514	5742877
20% cash reserve amount	743240	858849	1023356	1062349	1097061	1113664	1130903	1148575
Amount over 20% Cash Reserv	2367721	2714346	2405550	1548542	546540	-396369	-1426109	-2548647
Percentage	83.71%	83.21%	67.01%	49.15%	29.96%	12.88%	-5.22%	-24.38%

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)
2018	33,527.32	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
2022	36,883.45	73,766,000	202,098	24,009	8.41
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.
- 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.
- **Year 2030**-Evaluate disposal methods of lithium ion batteries and recycling education in schools.

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 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
- Refrurbish 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:

- 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

Year: 2030

Implement:

- Annual Review of the SWMP

Evaluate:

- Lithium battery disposal
- Review recycling education methods

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 12.1 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 outdated 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

Donny 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:



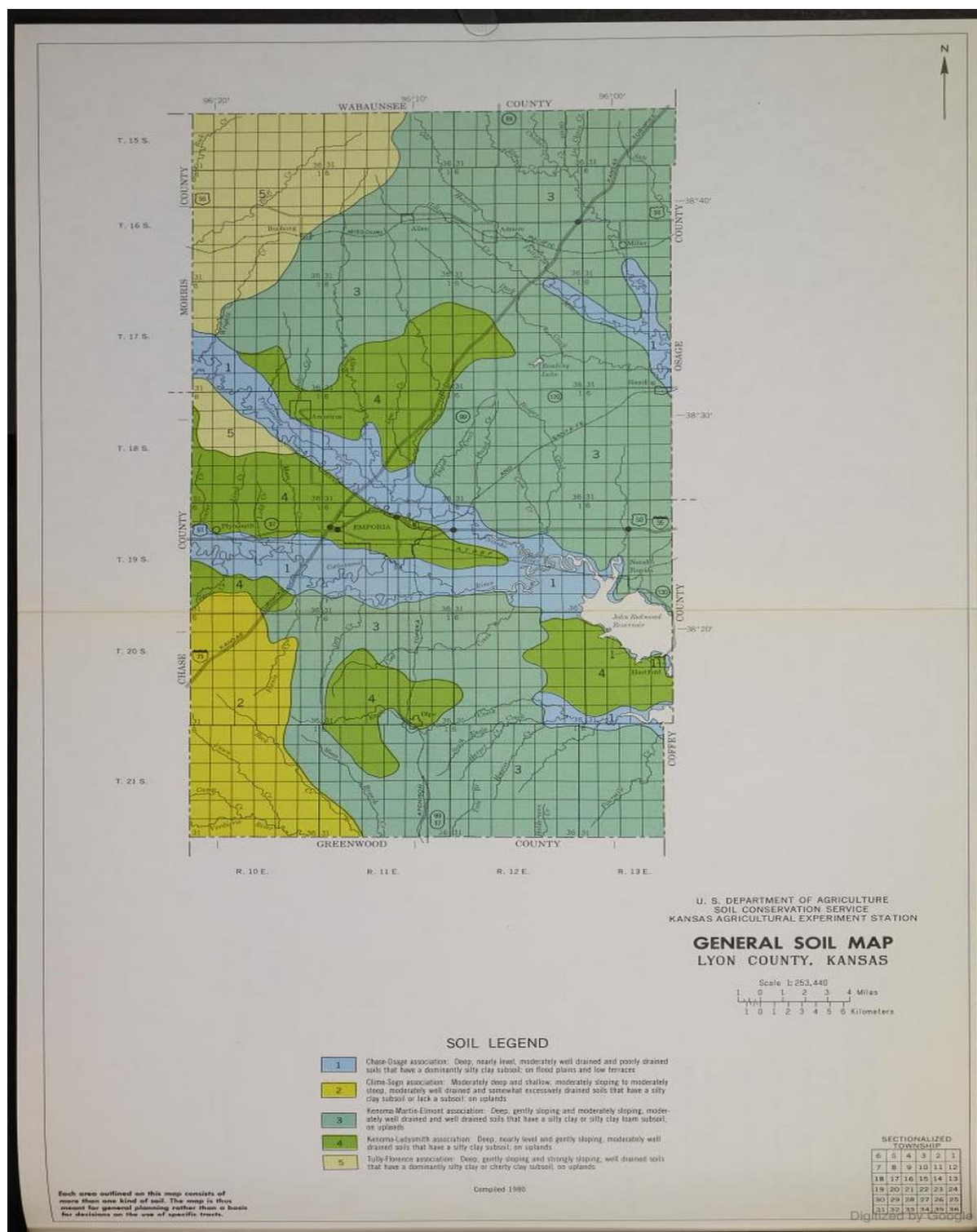
Lisa Mendoza
CITY CLERK

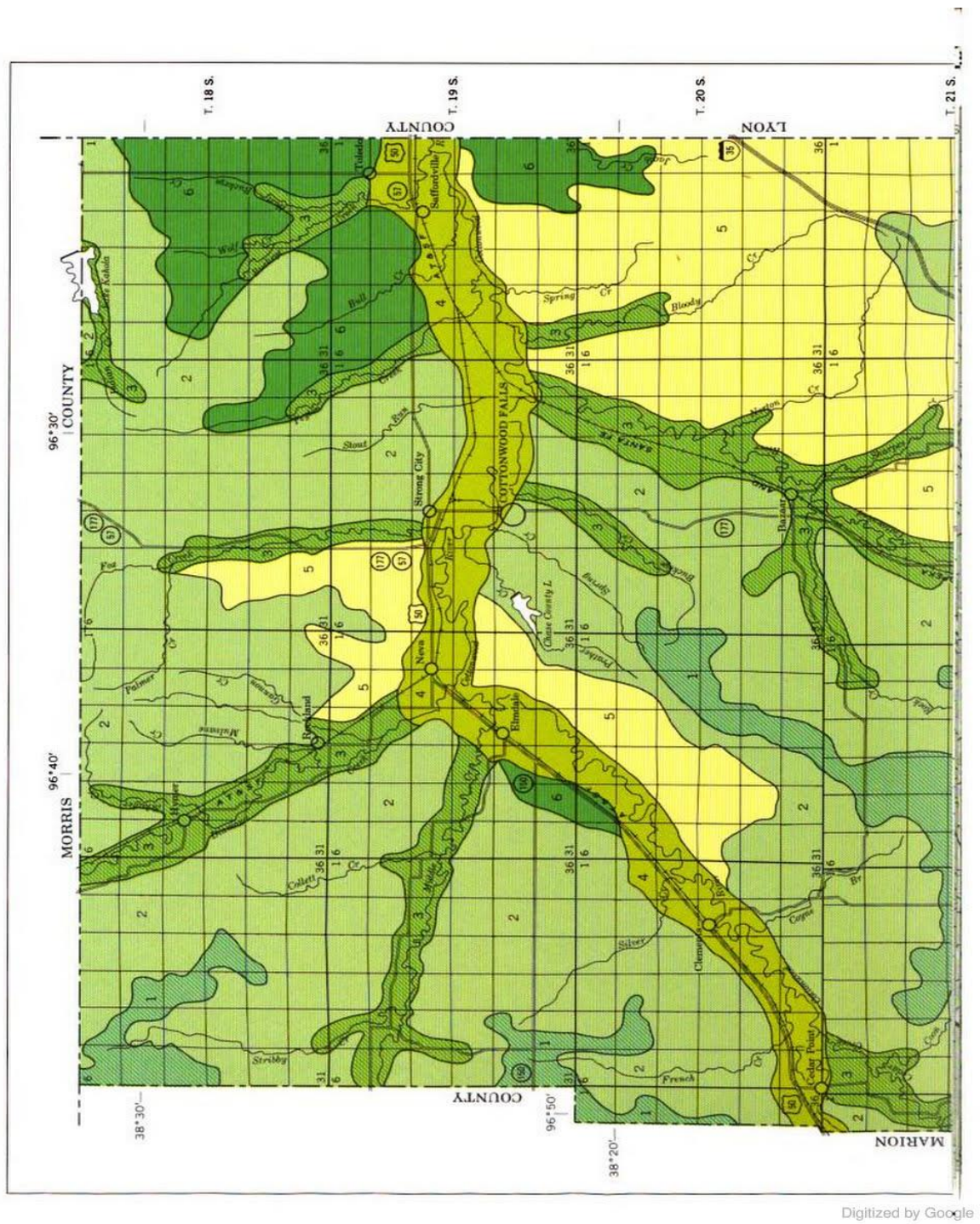
This agreement was submitted to the Attorney General on the
____ day of _____ 1995 and has been approved this
9th day of October 1995.

APPROVED:

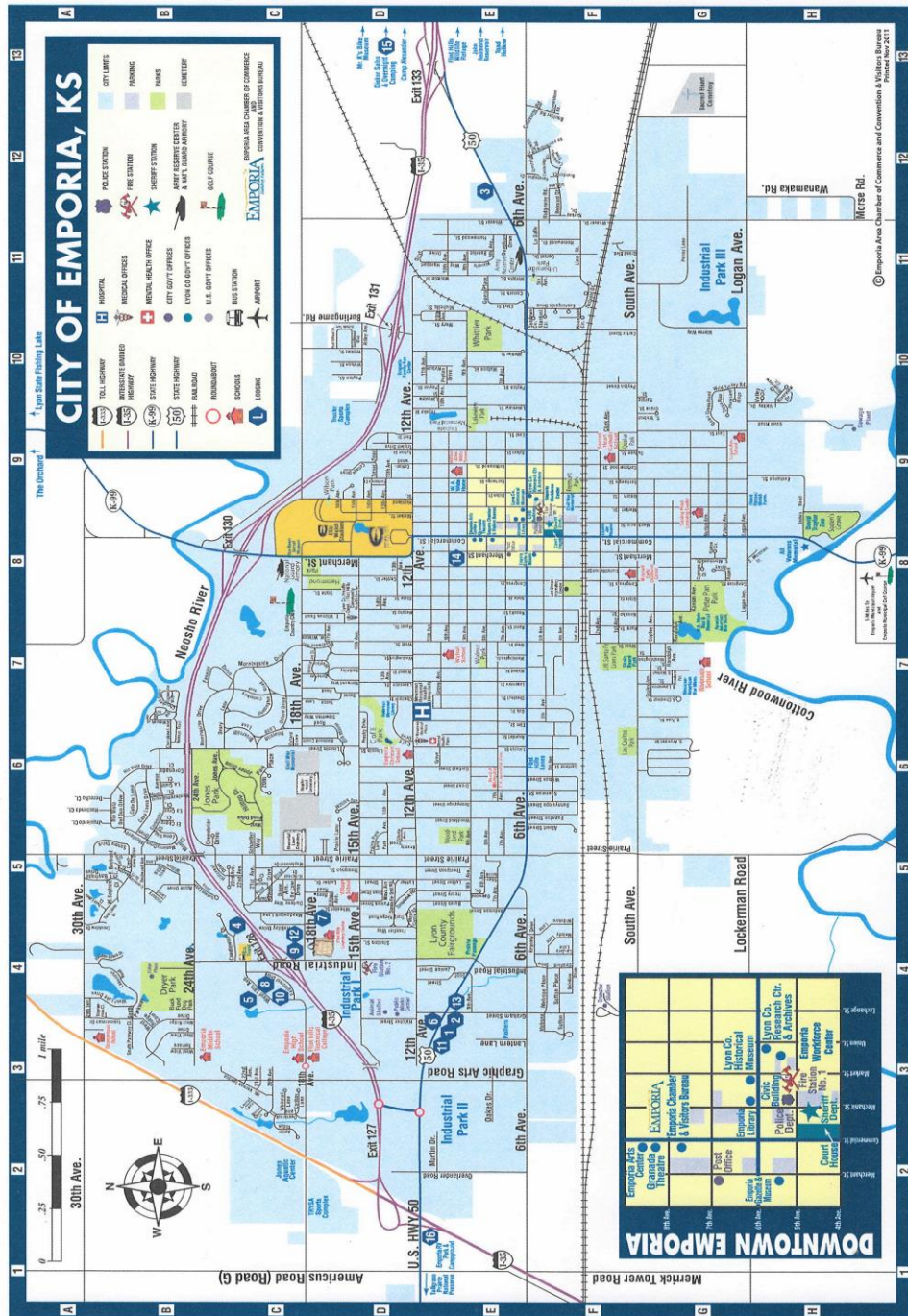
Carla J. Strass
KANSAS ATTORNEY GENERAL

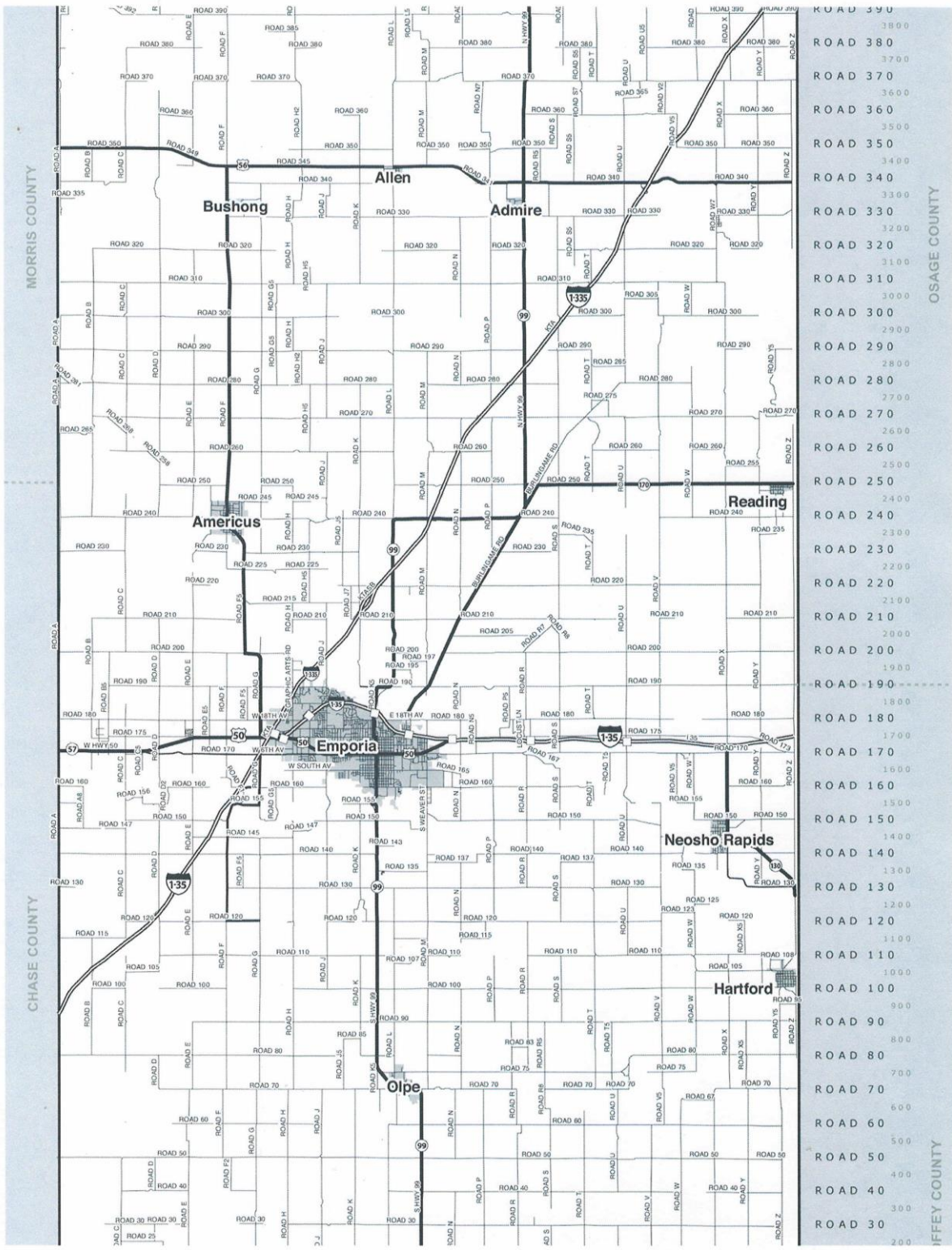
Appendix 13.b GENERAL SOIL MAPS

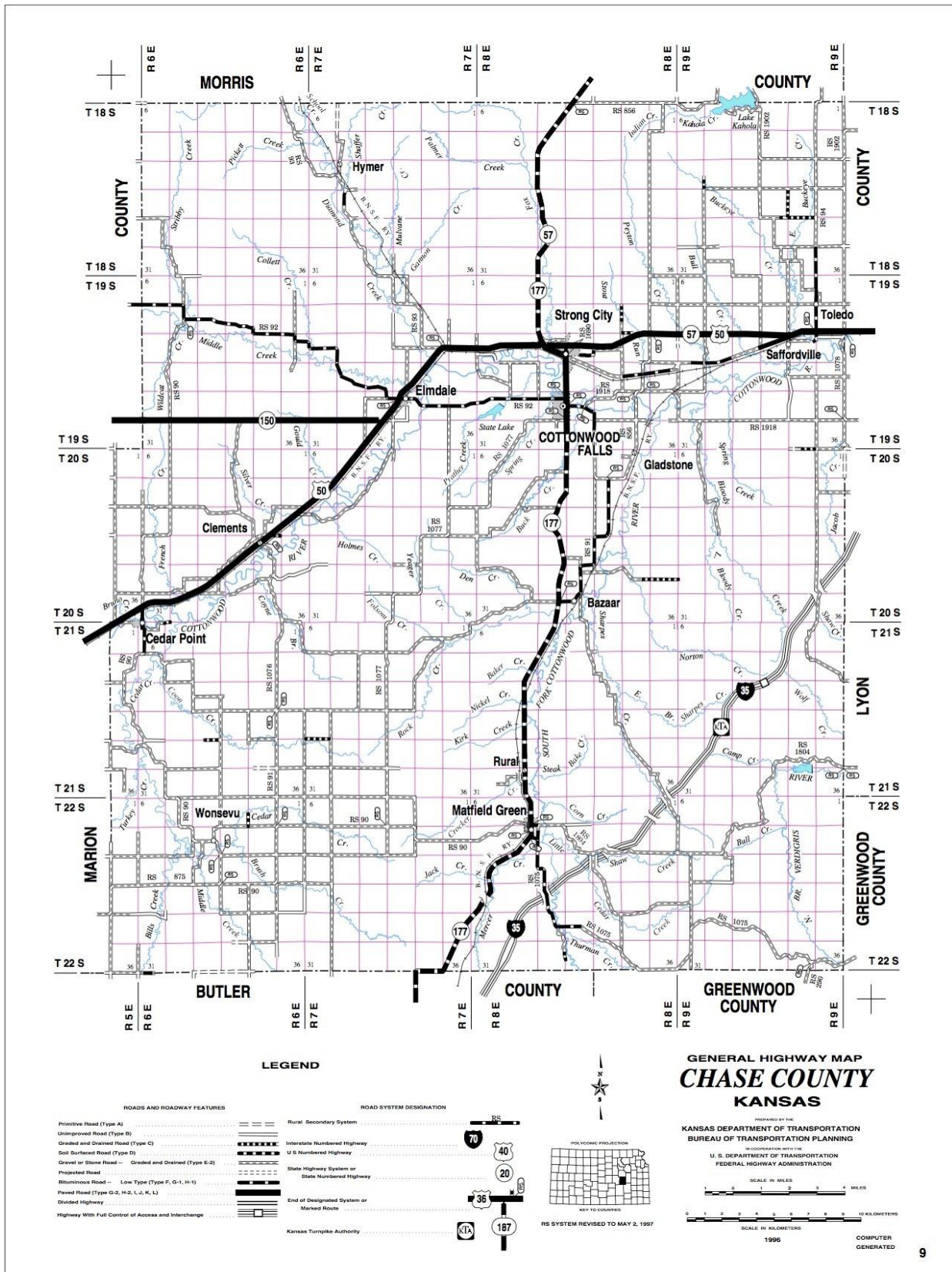




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Appendix 13.d Solid Waste Code of City of Emporia

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 January 1, 2021:

- | | |
|-------------------------------------|--|
| (1) Single-family residences | \$15.58 per month |
| (2) For additional polycart service | \$15.58 per month |
| (3) Multiple-family dwelling units | The monthly charge is \$15.58 per polycart |

- | | |
|---------------------------------------|---|
| (4) Trailer park and mobile home park | The monthly charge is \$15.58 per unit |
| (5) Commercial, loose pick up | The minimum monthly charge is \$35.85. Additional charges to be determined by time required for pick up and volume of refuse |
| (6) Commercial polycart pick up | The monthly charge is \$15.58 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 | \$40.58 |
| (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 January 1, 2021:

Commercial/multi-family (uncompacted containers):

<i>Pick Ups Per Week</i>	<i>1 Yard</i>	<i>2 Yard</i>	<i>4 Yard</i>
1	\$81.92	\$113.68	\$173.57
2	\$104.14	\$134.68	\$201.34
3	\$135.25	\$170.37	\$262.43
4	\$170.66	\$213.83	\$334.64
5	\$206.06	\$257.44	\$366.99
6	\$241.47	\$301.02	\$426.90

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	\$158.29	\$201.34	\$242.99	\$284.64
2	\$317.97	\$402.68	\$485.98	\$570.69
3	\$477.66	\$604.00	\$728.97	\$855.33
4	\$635.94	\$805.35	\$973.35	\$1,141.36
5	\$795.63	\$1,005.29	\$1,216.34	\$1,426.02
6	\$955.30	\$1,206.63	\$1,459.33	\$1,712.05

Industrial box pick up \$96.01 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 January 1, 2021:

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, 2021, the following shall be the charges for the disposal of waste materials at the transfer station:

(1) Mixed loads:

Minimum (up to 500 pounds)	\$ 10.00
After the first 500 pounds (per 10 pounds)	\$2.42
Per ton	\$48.45

(2) Construction demolition:

Minimum (500 pounds)	\$10.00
After 500 pounds (per 10 pounds)	\$1.31
Per ton	\$26.33

(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	\$30.55
(6)	Special wastes, minimum per ton, plus associated administrative and handling costs	\$76.56
(7)	Special pick up charge	\$40.58
(8)	Tires:	
a.	20 inches or smaller, each	\$3.36
b.	21 inches to 24.5 inches, each	\$6.56
c.	Larger than 24.5 inches	Accepted only if split
d.	Tires already processed (split along circumference) will be accepted at the \$25.00 per ton rate (10 minimum).	
(9)	Out of county, accepted only upon written approval of city engineer and at a minimum rate of \$71.10 per ton mixed loads and \$39.50 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 seventy-six dollars twenty five-six cents (\$76.56) 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-five dollars forty-two cents (\$45.42) 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 thirteen dollars (\$13.00) 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)

Appendix 13.e Solid Waste Management Committee & Plan Holders

CHASE COUNTY • CITY OF EMPORIA • LYON COUNTY

SOLID WASTE MANAGEMENT PLAN COMMITTEE

Chase County Commissioners

Alan Phipps, 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

Ken Duft, 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

Molly Priest, 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

SOLID WASTE MANAGEMENT PLAN HOLDERS

Michael Spade, Mayor, 616 Market, Admire KS 66830

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donnie Swift, Mayor, Route 1 Box 50, Matfield Green KS 66862

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

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

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

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

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

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING
NOVEMBER 30, 2023, AT THE EMPORIA CITY WATER PLANT MEETING ROOM

The meeting was opened at 7:00 p.m. by Secretary Chip Woods. There were seven (7) persons in attendance. The attendance sheet is attached at the end of these minutes.

This meeting was to review the r Year Review and the “Annual Review Edition of the Solid Waste Management Plan” for the year 2022.

1) **Approval of Minutes from the November 10, 2022, Meeting:**

Keith Senn moved to approve the minutes of the November 10, 2022, meeting. Tim Delcamp seconded the motion, and the motion passed unanimously.

2) **Introductions:**

All person present introduced themselves. Secretary Chip Woods informed the Committee that Ann Mayo had a family emergency and would no longer be able to be a member of this Committee. Chip said that he planned on retiring from Lyon County in the first quarter of 2024, but would be willing to remain on the Committee.

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

Secretary Chip Woods asked for nominations for Chair. Dean Grant moved for Tim Delcamp to serve as Chair. Keith Senn seconded the motion, and it passed unanimously.

Chairperson Delcamp asked for nominations for Secretary. Keith Senn moved for Chip Woods to continue to serve as Secretary. Tina Weeks 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 2022*.

Sanitation Collections:

The City’s Sanitation Collections Department collected 33,057.38 tons of trash from its residents, commercial businesses, and industries in Emporia in 2022. This represents an increase of 2,519.00 tons from 2021. This tonnage accounted for approximately 91.23% of the total trash intake at the City of Emporia/Lyon County Transfer Station. In addition to trash, 1,350.55 tons of construction demolition and 3.59 tons of brush were also collected by the Roll-Off Service.

Equipment purchases for the Collections Department in 2021 included:

- 1) 702 of the 96-gallon trash carts were purchased from Rehrig Pacific at a cost of \$48,254.40. The carts were delivered on February 16, 2022.
- 2) A Lincoln 3 phase welder was purchased for the Sanitation Shop.

Transfer Station

The Transfer Station received a combined total of 59,755.54 tons of materials in 2022. This is an increase of 5,225.97 tons from 2021. Comparison of 2022 tonnages to

2021 tonnages indicates increases in trash, Construction Demolition, and oil. Decreases were observed in tires, Appliances, yard waste and brush.

A total of 36,232.83 tons of Municipal Solid Waste was shipped in 1,578 semi loads to Hamm's Landfill in 2022 compared to 35,893.48 tons in 1,564 loads in 2021.

Hamm's Landfill shipping costs increased 6% (2.01/ton) in 2022. The base shipping rate in 2022 was \$35.44 per ton. The average price per ton for trash to the Hamm's Landfill in 2022 including the fuel surcharge was \$39.47 per ton compared to \$34.47 per ton in 2021. The Transfer Station did not charge a fuel surcharge to its customers in 2022. The current contract is currently under negotiations.

KDHE did not inspect the Transfer Station, Construction Demolition Landfill, Tire Mono-fill, and other permitted areas in 2022. The brush area and the old Sanitary Landfill were not inspected by KDHE in 2022.

Approximately 2,454.16 tons of trees and brush were accepted throughout the year (204.51 tons per month average). This was a decrease of 639.94 tons from 2021. Staff utilized an Air Curtain burner to dispose of the materials throughout the year. There was 1 open burn in 2022. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 15, 2022. KDHE issued the required Class 1 Emission Source Operating Permit on November 15, 2018 (Expires 11-24-2023). A permit renewal drafted by Terracon was submitted to KDHE on September 11, 2023. The contract continues to be processed and the City is awaiting issuance of the new permit.

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 22, 2022 staff from BG collected samples of the 3 monitoring wells (3B, 6, 8A) which contained high arsenic levels previously. KDHE did not collect split samples at that time. Samples were analyzed by Pace Labs. Pace Labs indicated that arsenic was below the minimum contaminant levels (Wells 3B = 2.4 mg/l., 6 = not detect, and 8A = 3.3 mg/l.) The city will be required to continue annual testing of those 3 monitoring wells. The next testing event according to the inter-local 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.

A "Free Landfill Days" event was held May 14 – May 22, 2022. 941 customers and the Cities of Hartford, Reading, and Cottonwood Falls disposed of 141.47 tons of trash and 66.90 tons of Construction Demolition Materials.

Major equipment purchases in 2022 consisted of the purchase of a 2023 John Deere model 710L Backhoe.

Upgrades and repairs to the facility included: The Track Loader Bay of the equipment Shed was completed including the construction of the north bay wall with a walk out door, electricity, heating, insulation, water and plumbing fixture, and an overhead door opener.

Recycling

The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2022. The Center processed and shipped 1,090 tons of cardboard and a small amount of shredded office paper in 2022. Paper recycling markets saw a decrease during the year. The average price per ton paid for all materials (including

paper and iron) in 2022 as \$129.15 compared to \$158.66 in 2021. Ferrous and non-ferrous metal recycling accounted for 246.74 tons and oil tonnage totaled 7.33 tons. Costs avoided by not shipping this tonnage as trash was approximately \$53,050.44.

The City of Emporia's biweekly Curbside Recycling program generated 1,020 tons of material in 2022. Other recycling material sources added 306.79 tons of material to the program. 1,253.01 tons of recyclable materials were shipped to Hamm's in 2022. Cost to the City for shipping 82 semi loads and sorting of materials by Hamm's totaled \$50,090.49 compared to \$55,869. Costs were decreased due to rebates from Hamm's. The Hamm's contract is currently under negotiations.

The County recycling trailer program continued to service 6 Lyon County Cities, 4 Chase County Cities, and the Kahola Lake Community. In 2022 the program generated 119.03 tons of recyclable materials. This tonnage represents a decrease of 6.20 tons from 2021.

There was no major purchase in 2022.

There were no facility upgrades in 2022.

5) **Solid Waste Management Plan Updates and Changes:**

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

Sections 1 - 2: No Comments

Section 3: Keith Senn made a comment that we should add a note in Section 3.1 Special Concentrations of Solid Waste, Page 3-11, about how to dispose of lithium-ion batteries as they have been the cause of many fires at landfills across the U.S. He also stated that he has added information on the City website and in the Shopper on the issue. He recommended that Lyon County put the information of the county website.

Ken Duft informed Keith to contact County Public Information Office Vici Smith.

Derek Wells said that he would contact the County Hazardous Waste Department to see how they recycle the lithium-ion batteries.

Sections 4 - 5: No Comments

Section 6: Page 6-4: Keith Senn commented for the **Year 2022** to remove the Kenworth Roll-Off truck and add the 2023 John Deere model 710L Backhoe.

Section 7 -10: No Comments

Section 11: Page 11-1: Keith Senn commented that in the **Year 2024** to change Replace Track Loader to Refurbish Track Loader.

Sections 12 -13: No Comments

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

There was no new business/old business discussed

7) **Discuss Illegal Dumping Issue:**

Chip Woods commented on the County costs for the last 6 years has decreased to about \$5,000 per year.

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

Chairperson Delcamp asked the Committee to adopt the Solid Waste Management Plan as corrected. Keith Senn made a motion to approve the Plan as corrected. Chip Woods seconded the motion, and it received a unanimous vote.

Dean Grant made the motion to adjourn. Chip Woods seconded the motion, and it received a unanimous vote.

Chairperson Delcamp adjourned the meeting at 8:15 p.m.

Respectfully Submitted;

Warren Chip Woods
Secretary

November 2022 Solid Waste Planning Committee Meeting

2023 Solid Waste Management Plan - 5 Year Review Edition

Emporia City Water Filter Plant Meeting Room
November 30, 2023
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***

December 4, 2023

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, the 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

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, LYON COUNTY, ss:

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

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

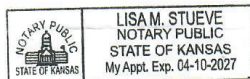
That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for
SIX DAYS

the first publication thereof being made as aforesaid on the 18th day of November 2023, with a subsequent publication being made on the following date:

20th day of November, 2023
21st day of November, 2023
22nd day of November, 2023
24th day of November, 2023
25th day of November, 2023

Bettina Shank

Subscribed and sworn to by me this 27th day of November 2023.



Lisa M. Stueve
Notary Public

Printers Fee: \$264

Date Paid:

RECEIVED
DEC 04 2023

BY:

EXHIBIT A



Emporia
Kansas

The Regional Solid Waste Management Committee will review the Regional Management Plan (2023 5-Year Review) at 7:00 p.m., Thursday, November 2, 2023, at the City of Emporia Water Treatment Plant Meeting Room, 2910 W. 24th Street, Emporia, Kansas.

The SWMP Committee will review the plan updates and discuss the future of solid waste management in Lyon and Chase Counties.

The public is encouraged to attend.

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, CHASE COUNTY, ss:

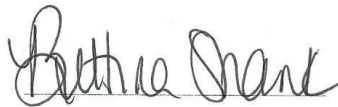
Bettina Shank, deposes and says: That she is an employee of the CHASE COUNTY LEADER-NEWS, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Chase County, Kansas, with a general paid circulation on a weekly basis in Chase County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly newspaper published at least 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice; and has been admitted at the post office of Cottonwood Falls in said county as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for Two consecutive weeks,

the first publication thereof being made as aforesaid on the 18th day of November, 2023, With a subsequent publication being made on the following date:

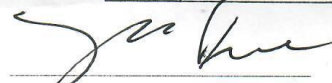
25th day of November, 2023


Bettina Shank

Subscribed and sworn to before me this

25 day of November 2023




Notary Public, Lyon County, Kansas

Printer's fee \$120

RECEIVED
DEC 04 2023
BY:



Emporia
Kansas

The Regional Solid Waste Management Plan Committee will review the Regional Solid Waste Management Plan (2023 5-Year Review Edition) at 7:00 p.m., Thursday, November 30th, 2023, at the City of Emporia Water Treatment Plant Meeting Room, 2910 W. 24th Avenue, Emporia, Kansas.

The SWMP Committee will review the 2022 plan updates and discuss the future of solid waste management in Lyon and Chase counties.

The public is encouraged to attend.

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 Vopar, 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

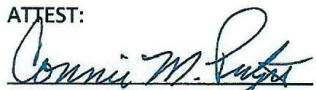
WHEREAS the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County dated February 24, 2022 was adopted with amendments as set out in the Solid Waste Management Planning Committee Meeting minutes of February 24, 2022.

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.

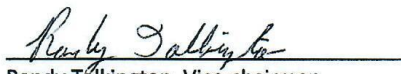
BY THE BOARD OF COUNTY COMMISSIONERS
CHASE COUNTY, KANSAS

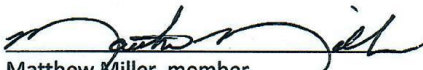


ATTEST:


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
NOVEMBER 10, 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 "2022 Annual Review Edition of the Solid Waste Management Plan" for the year 2021.

1) **Approval of Minutes from the February 24, 2022, Meeting:**

Keith Senn moved to approve the minutes of the February 24, 2022, meeting as corrected. Gary Watts seconded the motion, and the motion passed unanimously.

2) **Introductions:**

All person present introduced themselves.

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

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

Chairperson Mayo asked for nominations for Secretary. Gary Watts moved for Chip Woods to continue to serve as Secretary. Tina Weeks 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 2021*.

Sanitation Collections:

The City's Sanitation Collections Department collected 30,538.38 tons of trash from its residents, commercial businesses, and industries in Emporia in 2021. This represents an increase of 2,535.87 tons from 2020. This tonnage accounted for approximately 83.35% of the total trash intake at the City of Emporia/Lyon County Transfer Station. In addition to trash, 11,429.63 tons of construction demolition and 18.24 tons of brush were collected by the Roll-Off Service.

Equipment purchases for the Collections Department in 2021 included:

50 rear-load containers from Kelly Equipment.

The Crane Carrier/New Way automated truck that was purchased from Elliot Equipment was delivered on March 11, 2021.

A 2020 Ford F-350 flatbed pickup was purchased from John North Ford was delivered on October 12, 2021.

Transfer Station

The Transfer Station received a combined total of 54,529.57 tons of materials in 2021. This was an increase of 4.76 tons from 2020. Comparison of 2021 tonnages to 2020 tonnages indicates increases in trash, tires, and appliances. Decreases were observed in Construction Demolition waste, motor oil, yard waste, and brush. A total of

35,893.48 tons of Municipal Solid Waste was shipped in 1,564 semi loads to Hamm's Landfill in 2021 compared to 33,893.40 tons in 1,476 loads in 2020.

Hamm's Landfill shipping costs increased 1.40% (\$0.46) in 2021. The base shipping rate for 2020 was \$33.43 per ton. The average price per ton for trash to Hamm's Landfill in 2021 including the fuel surcharge was \$34.94 per ton compared to \$33.56 per ton in 2020. The Transfer Station did not charge a fuel surcharge to its customers in 2021. The current contract will be renewed in June of 2025.

KDHE inspected the Transfer Station, Construction Demolition Landfill, the Tire mono-fill, and other permitted areas on April 21, 2021. The inspection resulted in no violations. The brush and the old Sanitary Landfill were not inspected by KDHE in 2021.

Approximately 3,094.10 tons of trees and brush were accepted throughout the year (257.84 tons per month average). This was a decrease of 1,747.57 tons from 2020. Staff believed the decrease is attributed to the \$10.00 per ton fee for commercial tree operations that went into effect on January 21, 2021. Staff utilized an Air Curtain Burner to dispose of the materials throughout the year. There was 1 open burn in 2021. An Opacity test was conducted on the Air Curtain Burner by Terracon on November 16, 2021. KDHE issued the required Class 1 Emission Source Operating Permit on November 5, 2018. (Expires on 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 October 19, 2021, 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 again 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.

A "Free Landfill Days" event was held from May 1 – May 9, 2021. 1,309 customers and the Cities of Hartford, Reading, and Cottonwood Falls disposed of 153.47 tons of trash and 58 tons of Construction Demolition Materials.

Major equipment purchases were made in 2021 consisted of the purchase of a 2021 Case Wheel Loader with hard rubber tires.

Upgrades and repairs to the facilities included:

The tipping floor drain was rebuilt in January.

Cameras were installed on the Tipping floor and Gatehouse.

Two Trash Pump Grinders were replaced.

Power poles were installed by Evergy to supply power to the Equipment Shed.

Recycling

The Recycling Center continued to provide drop-off recycling services to residents of Lyon and Chase County in 2021. The Center processed and shipped 1,146 tons of cardboard and a small amount of shredded office paper in 2021. Paper Recycling markets saw significant increases during the year. The average price per ton paid for all materials (including paper & iron) in 2021 was \$158.66 compared to \$78.15 in 2020.

Ferrous metal recycling accounted for 153.29 tons and oil tonnage totaled 7.91 tons. Costs avoided by not shipping this tonnage as trash was approximately \$45,642.12.

The City of Emporia's bi-weekly Curbside Recycling program generated 1,083 tons of material in 2021. Other recycling sources (City & County Trailers, County(s) residents) added 329.30 tons of materials to the program. 1,368.90 tons of recyclable material were shipped to Hamm's in 2021. Cost to the City for shipping 89 semi loads and sorting the materials by Hamm's totaled \$55,869.59 compared to \$79,372.50 due to rebates for the first time since 2018.

The County recycling trailer program continued to service 6 Lyon County Cities, 4 Chase County Cities, and the Kahola Lake Community. In 2021 the program generated 125.23 tons of recyclable materials. This tonnage represents an decrease of 6.17 tons from 2020.

Facility upgrades included: Camera being installed in the Recycling Center and replacement of the conveyor belt on the Max-Pac Baler.

Chairperson Mayo asked about the comment in the February meeting that a consultant may be needed to assist with the plan reviews in the future since it is primarily Keith Senn and Derek Wells that update the plan. Keith Senn said that since KDHE said that our plan is one of the best in the state, they decided that no consultant was needed.

Chairperson Mayo congratulated Keith and his staff on the KDHE report with no violations.

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: Chairperson Mayo commented on adding a Climate Change statement on how it affects staff, equipment, and maintenance of the landfill to the 10 year horizon. Keith Senn said that next year is the 5 Year Review of the SWMP-Management Committee and that they will look at adding something on Climate Change at that time.

Page 1-3 Table 1.6: Fred Reber commented that in table 1.6 it showed the annual precipitation was 48.6 inches, but in the paragraph below the table is said that it was 38.6 inches.

Page 1-4, Table 1.7: Chairperson Mayo commented that the Population Prediction for Lyon County in 2025 was only 3,671. She also brought up the impact of the reduction of professors and dropping programs at Emporia State University and how that will affect the number of students in the future.

Section 3: **Page 3.13:** Chairperson Mayo commented on confusion the year listed in 3.m Estimate of Future Predictions of Solid Waste having the year 2020 throughout the paragraph instead of 2021.

Keith Senn made a comment that we should add a note in Section 3.1 Special Concentrations of Solid Waste, Page 3-11, about how to dispose of lithium ion batteries as they have been the cause of many fires at landfills across the U.S. He also stated that he has been running advertisements periodically to educate the public.

Section 5: Chairperson Mayo made the general comment that we need to be more concerned with climate change and that perhaps that can be included in Paragraph 5.f Natural Disasters.

Section 11: Keith Senn reminded the members that the 5 Year Review of the SWMP is in 2023.

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. Bruce Boettcher seconded the motion, and it received a unanimous vote.

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

Keith Senn said that they are "dirt poor" and was hoping that the county can haul dirt if the City of County can find any.

Keith also commented that they are looking at extending the Transfer Station to the north.

Tina Weeks commented that she had heard that diesel fuel may be in short supply later this year.

8) **Discuss Illegal Dumping Issue:**

Chip Woods commented that this is still an issue. 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, and Chip Woods for their work on the committee.

Chairperson Mayo adjourned the meeting at 8:07 p.m.

Respectfully Submitted;



Warren Chip Woods
Secretary

November 2022 Solid Waste Planning Committee Meeting

Solid Waste Management Plan - Year 2021 Annual Review

Emporia City Water Filter Plant Meeting Room
November 10, 2022
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***

November 18, 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, the 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. 14-22

**(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 8th day of December 2022 and

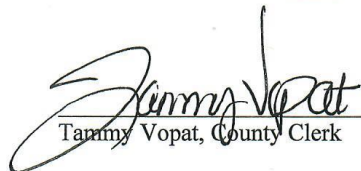
WHEREAS, the Solid Waste Management Planning Committee met on November 10, 2022, with members of that committee being present for the purpose of the Annual Review of the Solid Waste Management Plan with Lyon County as required by statute; and

WHEREAS, the 2022 Solid Waste Management Plan Annual Review for Chase County, the City of Emporia, and Lyon County was adopted as set out in the 2022 Solid Waste Management Planning Committee meeting of November 10, 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 November 10, 2022, are hereby adopted as the 2022 Solid Waste Management Plan Annual Review for Lyon County, Kansas by the Board of County Commissioners of Lyon County upon publication.



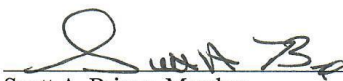
ATTEST:


Tammy Vopat, County Clerk

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS


Rollie Martin, Chairman


Doug Peck, Vice-Chairman


Scott A. Briggs, Member

Resolution 2022-14

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 30th day of November, 2022; and

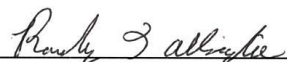
WHEREAS the Solid Waste Planning Committee met on November 10, 2022 to review the year 2021 at the City Water Plant Meeting Room with members of that committee being present for the purpose for the Annual Review for the Solid Waste Management Plan which Lyon County is required by statute to have; and

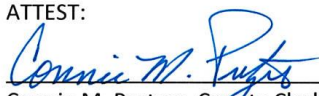
WHEREAS the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County dated February 24, 2022 was adopted with amendments as set out in the Solid Waste Management Planning Committee Meeting minutes of February 24, 2022.

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


Anthony D. Hazelton, Chairman


Randy Talkington, Vice-chairman

ATTEST:

Connie M. Pretzer, County Clerk


Matthew Miller, member

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

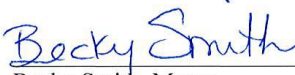
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS that the City of Emporia Solid Waste Management Plan attached hereto with the amendments approved by the Solid Waste Management Planning Committee is hereby adopted as the Solid Waste Management Plan for Chase County,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

ATTEST:


Kerry Sull, City Clerk




Becky Smith, 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

Janet Stanek, Secretary

Laura Kelly, Governor

December 19, 2022

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

RE: Lyon Chase County SWMP Annual Review Approval

Dear Mr. Senn,

The 2022 Lyon/Chase County Solid Waste Management Plan Annual Review was approved. Please submit the 2023 5-Year SWMP Update by November 1, 2023.

The SWMP 5-year Update Worksheet which was recently emailed to you can be used as a guide or the actual SWMP that is submitted to KDHE.

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 Co. 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

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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

1 col x 2 1/2" SAU Print Advertising

**"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 help keep Kansas
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 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

**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

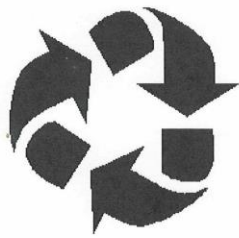
Chlorophenoxy Derivative Acids

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.

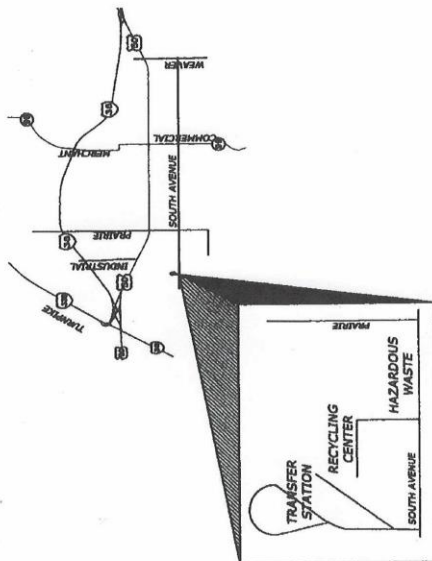
Recycling awards

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.gettaughtrecycling.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

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

Animal Welfare Memorial Fund, Inc.

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.-3

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, Inc- 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 _____

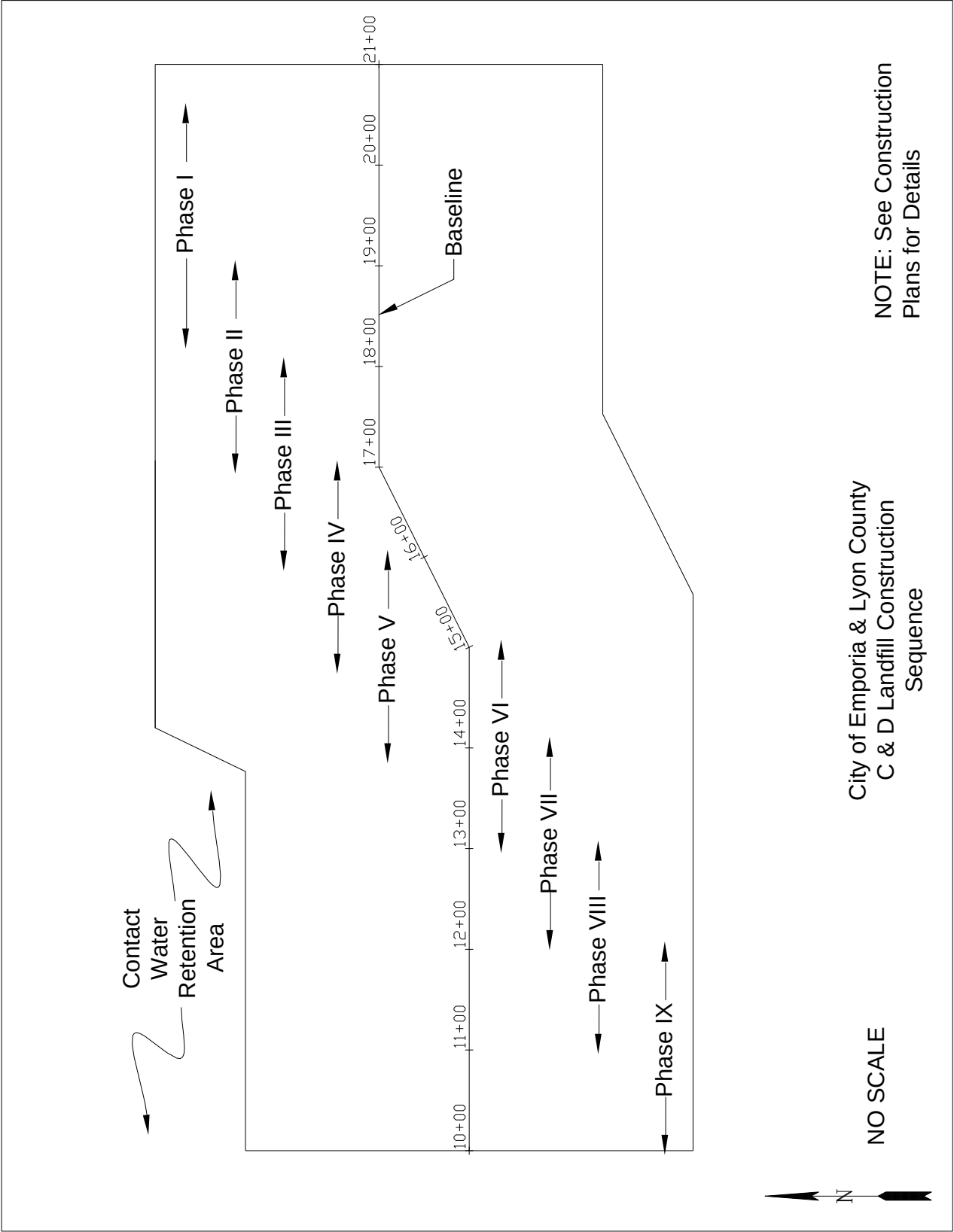
Municipal Solid Waste _____

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	-----

2023 5-Year Review Edition

Review of year 2022

Updates & Corrections

Updates: (The following sections were updated prior to the meeting)

- Section 1, page 1-2, Table 1.5 2022 Populations of the Region
- Section 1, page 1-3, Table 1.6 Regional Climatic Data Average
- Section 1, page 1-4, Table 1.7 Population Projection
- Section 3, page 3-1, Table 3.1 Waste Transferred to Hamm's Landfill
- Section 3, page 3-2, Table 3.2 Waste Not Transferred to Hamm's Landfill, Table 3.3 Building Permits Issued in the Region
- Section 3, page 3-3 Table 3.4 Multi-Family Building Permits Issued, Table 3.5 Commercial Development, Table 3.6 Industrial Development
- Section 3, page 3-4, Table 3.8 Labor Market Summary Estimates
- Section 3, page 3-6, Table 3.14 Assessed Valuations
- Section 3, page 3-7, Table 3.16 Recycled Material/City of Emporia Recycling Center
- Section 3, page 3-8, Table 3.17 Construction and Demolition Waste
- Section 3, page 3-10, Table 3.18 Regional Recycling Trailers
- Section 3, page 3-11, Table 3.19 Waste Received by Source, Table 3.20 Special Concentration of Solid Waste, Table 3.21 Hazardous Waste
- Section 3, page 3-13, Table 3.23 Estimated Future Tons of Solid Waste
- Section 4 page, 4-3, Table 4.1 City of Emporia 5-Year Budget 2022-2026 Revenue Detail and Expenditure Summary Solid Waste Disposal Fund
- Section 6, Page 6-4 Year 2022:2023 Kenworth Roll-Off Truck
- Section 8, page 8-1, 8.a Personnel and Administration Requirements, 8.b Human Resource Requirements, Table 8.1 Transfer Station, 8.2 Recycling Center, Table 8.3 Sanitation Collections,
- Section 8, page 8-2, Table 8.4 Administration **(Tables 8.1-8.4 are only updated during the 5-Year plan)**

Updates Continued...

- Section 9, page 9-1, City of Emporia Transfer Station, Sanitation Collections, & Recycling Center Capital Improvement
- Section 9, page 9-2 City of Emporia 5-Year Budget 2022-2026 Revenue Detail and Expenditure Summary Solid Waste Disposal Fund

- Section 10, page 10-1, Table 10.1 Per Capita Solid Waste Disposal Rates for Lyon & Chase Counties
- Section 10, page 10-2 Ten Year Outlook for Strategies Implementation Year:2030

- Section 11, page 11-3 Timetable for SWMP Goals and Strategies Year:2030

- Section 13, page 13-14, Other Regulations a.
- Section 13, page 13-15, Other Regulations b.
- Section 13, page 13-16, Other Regulations b. continued
- Section 13, page 13-18, Fees a.-e.
- Section 13, page 13-22 & page 13-23 Appendix 13.e Solid Waste Management Committee & Plan Holders

Corrections Following the November 30th Meeting:

- Section 6, page 6-4 Year 2021-add order of purchase for 2023 Kenworth Roll-Off Truck, Year 2022-added purchase of 2018 John Deere 710L Backhoe

- Section 11, page 11-1 Timetable for SWMP Goals and Strategies Year 2024-bullet #4 under Implement should read Refurbish Track Loader



Commission Action Report

Resolution No. 3719 for Official Boundary List

Title: Resolution No. 3719 for Official Boundary List
Agenda Date: December 20, 2023
Presented By: James Uberty, City Engineer

Background:

Current City Area: 7886.25 acres or 12.32 square miles

Discussion:

Annexed Properties:

515 S West St – 0.21 acres
1022 S Weaver - 2.79 acres
1542 S HWY 99 - 7.80 acres
1100 S HWY 99 – 32.20 acres

Total Acres to be annexed into City Limits: 43 acres or 0.06 square miles

New City Limit Area: 7929.25 acres or 12.38 square miles

Financial considerations:

N/A

Recommended action:

Accept Resolution No. 3719 for Official Boundary List.

Attachments:

Resolution No. 3719
Map

RESOLUTION NUMBER 3719

A RESOLUTION DESIGNATING THE BOUNDARY OF THE CITY OF EMPORIA, KANSAS; REPEALING RESOLUTION NUMBER 3687.

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

SECTION 1. The boundary of the City of Emporia, Kansas, shall be as hereinafter designated, to wit:

Beginning at a point on the South line of Section 15, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, said point being the intersection of the center line of the Cottonwood River and the said South line of Section 15; thence West on the South line of the Southwest Quarter of Section 15, Township 19S, Range 11E to the Southwest corner of Section 15, and the Southeast corner of Section 16; thence West on the South line of Section 16 to the present low water mark on the West bank of the Cottonwood River; thence in a Northeasterly and Easterly direction following the low water mark on the North and West bank of said Cottonwood River to the East line of Section 16, to a point 2215 feet, more or less, South of the Northeast corner of the Southeast Quarter of Section 16; thence North 313 feet more or less along the East line of Section 16; thence West 140 feet; thence North 65 feet; Beginning At The Southeast Corner Of Said Lot 1;

Thence N. 88°34'59" E. (Basis Of Bearings) On An Extension Of The East Line Of Said Lot 1 For 15.00 Feet To An Iron Pin With Ps 1368 Id Cap: Thence S. 01°01'50" E. Parallel With The East Line Of Said Riverside Addition And The West Line Of A Previously Described Tract For 71.90 Feet To An Iron Pin With Ps 1368 Id Cap And The North Line Of A Previously Described Tract; Thence S. 88°58'10" W. At Right Angles, On Said North Line For 125.00 Feet And Being Marked By An Iron Pin With Ps 1368 Id Cap; Thence N. 01°01'50" W. Parallel With The East Line Of Said Riverside Addition For 71.06 Feet To The South Line Of Lot 2 In Said Riverside Addition;

Thence N. 88°34'59" E. On The South Line of Said Lots 1 And 2 For 110.00 Feet To The Point Of Beginning.

thence East 125 feet; thence North 71.91 feet; thence S88°34'59"W 425 feet; thence S01°01'50"E 30 feet; S88°34'59"W 140 feet; thence S01°01'50"E 40 feet; thence S88°34'59"W 105 feet; thence N57°40'13"W 257.41 feet; thence N01°01'50"W 107 feet; thence West on a line parallel to the North line of said Quarter 420 feet; thence North 330 feet; thence West on a line parallel to the North line of the Southeast Quarter, Section 16, Township 19S, Range 11E to the Southeast corner of Skinner's Addition, said corner being a point in the South line of the North Half of the Southeast Quarter of Section 16; thence West on said line to the Southwest corner of Stannard's Addition; thence continuing West on the South line of the North Half of the South Half of Section 16, Township 19S, Range 11E, to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 16; thence North along the West line of said Quarter Quarter to a point 230 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 16; thence West on a line 230 feet South of and parallel to the North line of the Southwest Quarter of said Section 16 1020.91 feet; thence S00°03'57"W (West line of said Southwest Quarter assumed North) a distance of 444.56 feet; thence S89°14'33"W a distance of 74.61 feet; thence South on a line 230 feet East of and parallel to the West line of said Quarter 121.55 feet; thence West on a line parallel to the North line of said Quarter 200 feet, said point being the East right-of-way line of Prairie Street; thence North on said East line 295 feet, said point being 500 feet South of and 30 feet East of the Northwest corner of said Southwest Quarter of Section 16; thence Northeasterly to a point 425 feet South of and 50 feet East of said Northwest corner; thence Northerly to a point 200 feet South of and 60 feet East of said Northwest corner; thence North 70 feet to a point 130 feet South of and 60 feet East of said Northwest corner; thence Northeasterly 57 feet to a point 75 feet East of and 75 feet South of the Northwest corner of the Southwest Quarter; thence North to a point 75 feet East of and 75 feet North of the Southwest corner of the Northwest Quarter of Section 16; thence S89°59'55"E 345 feet; thence Northwesterly 124.64 feet along an arc with a radius of 260.99 feet and a

chord of 123.46 feet bearing N16°19'03"W; thence N29°59'55"W 163.62 feet; thence Northerly 63.34 feet along an arc with a radius of 120.99 feet and a chord of 62.62 feet bearing N15°00'05"W; thence N00°00'15"W 183.42 feet; thence Northwesterly 135.58 feet along an arc with a radius of 165.49 feet and a chord of 131.82 feet bearing N23°28'33"W; thence S89°59'55"E 1094.16 feet to the East line of the Southwest Quarter of said Northwest Quarter of Section 16; thence North on the said Quarter Quarter section line to the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way; thence West 1.25 miles on the North line of the Atchison, Topeka, and Santa Fe Railway Company right-of-way to a point approximately 254 feet East of the West line of Section 17, Township 19S, Range 11E; thence in a Northwesterly direction along a 269.9 feet radius to a point 971.3 feet South and 60 feet East of the Northwest corner of the Northwest Quarter of said Section 17; thence North to a point 727.4 feet South and 60 feet East of said Northwest corner; thence Northerly 100 feet to a point 629 feet South and 78 feet East of said Northwest corner; thence North 596 feet to a point on the South road right-of-way line of West 6th Avenue, said point being 33 feet South and 78 feet East of the Northwest corner of Section 17, said corner also being the Northeast corner of Section 18; thence Westerly along said South road right-of-way line to the intersection with the West Railroad right-of-way line of the BNSF North spur; thence Southerly along said Railroad spur right-of-way line to the North right-of-way line of the BNSF Railroad main East-West line; thence Westerly along said North Railroad main line right-of-way to the intersection with the West line of the Northeast Quarter of the Northeast Quarter of Section 18; thence Westerly along said North Railroad right-of-way 503 feet; thence N00°35'15"E 1119.55 feet to the South road right-of-way line of West 6th Avenue; thence Westerly along said South road right-of-way line to the intersection with the West line of the Northeast Quarter of Section 18; thence continuing West into the Northwest Quarter of Section 18 to a point 33 feet South and 30 feet West of the Northwest corner of said Northeast Quarter; thence Northerly 693 feet along a line 30 feet West of and parallel to the East line of the Southwest Quarter of Section 7; thence S89°17'26"W 690 feet; thence S00°41'59"W 660 feet; thence S89°17'26"W 555.80 feet to the Southwest corner of the East Half Southwest Quarter; thence N01°02'56"E 1309.33 feet; thence N01°51'55"E on said West line 658 feet; thence N89°24'37"W 117.06 feet to the Southeast right-of-way line of the Kansas Turnpike Authority; thence N29°49'39"E along said Kansas Turnpike Authority right-of-way line 450.7 feet; thence N07°55'46"E 208.5 feet to the South right-of-way line of US Highway 50; thence S89°30'00"E to the Southeast right-of-way line of the Kansas Turnpike Authority; thence Northeasterly along said Southeast right-of-way line of the Kansas Turnpike Authority to the South right-of-way line of 18th Avenue thence S89°11'27"W 99.0 feet; thence N29°03'22"E 69.19 feet; thence N89°11'27"E 99.0 feet to the East Kansas Turnpike Authority right-of-way; thence Northeasterly 1.15 miles along said Kansas Turnpike Authority East right-of-way line to its intersection with a line 30 feet North of the South line of Section 32, Township 18 South, Range 11E; thence East along the right-of-way line of 30th Avenue to a point 1371.51 feet East of and 30 feet North of the Southwest corner of said section 32; thence N01°32'09"E for a distance of 890.11 feet to the Kansas Turnpike right-of-way; thence Northeasterly along the East right-of-way of the Kansas Turnpike for a distance of 549.09 feet; thence; thence S01°31'38"E for a distance of 1277.38 feet; thence East on a line 30 feet North of and parallel to the said South line of said Section 32 to a point 17 feet East of the Southwest corner of the Southeast Quarter of said section; thence N00°07'45"W and parallel to the West line of said Quarter section 915 feet; thence S89°52'15"W for a distance of 20 feet; thence N15°34'18"W for a distance of 187.78 feet; thence N00°07'45"W for distance of 182 feet; thence N89°52'15"E for a distance of 70 feet; thence N00°07'45"W for a distance of 22 feet; thence N34°22'15"E 122 feet; thence N05°07'45"W 86 feet; thence N36°07'45"W 103.75 feet; thence N00°11'52"W 520.96 feet to the Kansas Turnpike Authority right-of-way; thence N45°08'35"E along said right-of-way 191.24 feet; thence S15°32'45"E 313.99 feet; thence S44°17'23"E 560.78 feet; thence S89°34'38"W 163 feet; thence S01°07'33"E 1517.66 feet to a point on the North line of 30th Avenue, said point being 30 feet North of and 490.42 feet East of the Southwest corner of the Southeast Quarter of Section 32; thence East 1358.5 feet on a line 30 feet North of and parallel to the said South line to a point 789.8 feet West of the East line of Section 32; thence N01°03'52"W 284.01 feet; thence N01°50'16"E 120.0 feet; thence N07°27'09"E 123.0 feet; thence N01°02'00"E 44.0 feet; thence S87°42'40"W 50.0 feet; thence N10°58'58"W 82.0 feet; thence N16°20'20"W 107.0 feet; thence N88°22'00"E 355.60 feet; thence North on a line parallel to the East line of said section to the center of the channel of the Neosho River; thence

meandering along the center of said channel of said River and in a Northerly direction to a point on the North line of the Southeast Quarter of the Southeast Quarter of said section; thence East along said North line to a point 30 feet West of the Northeast corner of said Quarter; thence South along a line 30 feet West of and parallel to the East line of said Section 32, to a point 300 feet North of the South line of said Section 32; the same being the West line of Section 33; thence East 279.63 feet; thence S00°26'36"E for a distance of 300 feet to the South line of said section 33, the same being the North line of Section 4, Township 19S, Range 11E; thence S89°16'28"E 45.37 feet; thence S29°26'38"E 357.37 feet; thence S89°16'28"E 91.43 feet; thence N10°43'30"E 28.93 feet; thence N58°06'00"E 253.67 feet; thence S89°16'28"E 408.1 feet; thence S68°26'00"E 575.25 feet; thence S00°27'48"W 387.74 feet; thence S50°00'00"E 110.22 feet; thence S89°16'28"E 300 feet; thence S50°00'00"E 68.3 feet; thence S89°16'28"E 86.7 feet; thence N00°27'48"E to the center of the Neosho River; thence continuing down the center of the Neosho River in all its meanderings to a point 1180 feet North of and 920 feet West of the Southeast corner of the Northeast Quarter of Section 4; thence in a Southeasterly direction approximately 570 feet to a point in the center of the Neosho River located 900 feet North of and 450 feet West of the Southeast corner of the Northeast Quarter of Section 4; thence following downstream along the center of the Neosho River to a point on the East line of said section, said point being 140 feet more or less South of the Northeast corner of the Southeast Quarter of said Section 4, said East line being the same as the West line of the Southwest Quarter of Section 3, Township 19 South, Range 11 East said point being 2478 feet North of the Southwest corner of said Quarter Section, said West line having an assumed bearing of S1°19'W; thence down the center of the Neosho River to a point 485.1 feet East and 293.7 feet South of the Northwest corner of said Quarter Section; thence on an assumed bearing of N40°35'E 162.1 feet to a point 587.7 feet East and 168.2 feet South of said Northwest corner; thence S71°40'E 572 feet; thence on a curve of 487.28 feet, radius to the left an arc distance of 489 feet with a chord which bears N79°35'E 468.8 feet; thence N50°50'E 99.2 feet; thence S29°10'E to the center of the Neosho River; thence down the center of said river to a point on the North line of the Southwest Quarter, said point being 571 feet more or less from the Northeast corner of the Southwest Quarter of said Section 3; thence continuing down the center of said river in the Northwest Quarter of Section 3 to a point on the East line of the Northwest Quarter, said point being 377 feet more or less North of the Southeast corner of the Northwest Quarter of said Section 3; thence continuing down the center of the Neosho River into the Northeast Quarter of said Section 3 to a point on the South line of said Northeast Quarter; thence continuing down the river as acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 22582 in the Southeast Quarter of said Section 3 to the West line of said Quarter Section 3; thence S35°27'E 805 feet more or less to the center of the original channel of the Neosho river; thence along the center of the original channel of the Neosho river, on a curve to the left having a radius of 559.07 feet with a chord that bears N60°44'39"E for an arc distance of 150.72 feet; thence continuing along the center of the original channel of the Neosho river, N42°27'29"E for a distance of 97.73 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 238.44 feet with a chord that bears S89°05'26"E for an arc distance of 260.32 feet; thence continuing along the center of the original channel of the Neosho river, S55°12'59"E for 84.21 feet; thence continuing along the center of the original channel of the Neosho river, on a curve to the right having a radius of 475.41 feet with a chord that bears S36°20'39"E for an arc distance of 261.39 feet, more or less, to the center of the existing channel of the Neosho river; thence down the center of the existing channel of the Neosho river to the north line of the Southeast quarter of said Section 3; thence N88°50'14"E along the north line of said SE¼ for a distance of 358 feet, more or less, to the Northeast corner of said SE¼; thence S01°32'08"E along the East line of said SE¼ for a distance of 791 feet, more or less, to the center of the existing channel of the Neosho river; thence southerly along the center of the existing channel of the Neosho river to a point on the east line of said SE¼, said point being 743 feet, more or less, north of the Southeast corner of the SE¼ of said Section 3; thence S01°32'08"E along the east line of said SE¼ for a distance of 743 feet, more or less, to Southeast corner of said Section 3 being the same as the Northwest corner of the Northwest Quarter of Section 11; thence East to a point 1321.45 feet West of the East line of said Northwest Quarter; thence South to the North line of the South Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 11; thence East 659 feet, more or less, to the center line of Whittier Street; thence

continuing East 30 to the Northwest corner of Lot 14, Goodrich Subdivision; thence continuing East along the North line of said Lot 14 to the Northeast corner ; thence South along the East line to the Southeast corner of said lot; thence West along the South line to the Southwest corner of said lot; thence South to the Northwest corner of Sunflower Meadows Addition; thence Easterly to a point located S00°18'40"E 826.49 feet from the Northeast corner of the Northwest Quarter of Section 11; thence N89°06'36"E 1863.63 feet; thence S00°26'40"E 350 feet; thence S46°06'00"W 650 feet; thence N36°44'46"W 870.18 feet; thence S89°06'36"W to the East line of the Burlingame Road right of way approximately 830.85 feet; thence South along the East right of way line of Burlingame Road, said line being that acquired in Lyon County District Court Condemnation Case No. 22795 and Case No. 25582 (I-35 Highway Bypass); thence continuing along the North right of way of said I-35 Highway Bypass to a point 1640 feet North of the Southwest corner of Northeast Quarter of said Section 11; thence S88°50'E 40 feet; thence S1°10'E 862 feet; thence S68°57'E 938.6 feet; thence S80°57'E 940.3 feet to the Northerly right-of-way of the ATSF Railway; thence continuing Southeasterly to a point on the Southerly right-of-way line of the ATSF Railway; thence S80°57'E 577 feet more or less to a point 188.6 feet North of the Southwest corner of the Northwest Quarter of said Section 12, said West line having an assumed bearing of N1°1'E; thence North along said West line 27.7 feet to a point 216.5 feet North of said Southwest corner of said Northwest Quarter of Section 12; thence S73°3'E 176.92 feet to a point 170 feet East of said West line of said Section 12; thence South parallel with the said West line 349.32 feet to a point in the Southwest Quarter of said Section 12, said point being 170 feet East and 181.84 feet more or less South of the Northwest corner of said Southwest Quarter of said Section 12; thence South on a line parallel to and 150 feet East of the East line of Weaver Street, to a point 726 feet North of the South line of Section 12; thence East to a point 330 feet East of the West line of said Section 12; thence North 264 feet; thence East 20 feet; thence North 330 feet; thence East 640 feet; thence South on a line 990 feet East of and parallel to the West line of said Section 12 to a point 990 feet East of and 371 feet North of the Southwest corner of said section; thence East 330 feet; thence North parallel with the East line of said Southwest Quarter of said Section 12 a distance of 563.8 feet to the South line of 50 Highway; thence Northeasterly along the South line of the Highway 50 right-of-way to a point 670.85 feet West of the East line of said Southwest Quarter of said Section 12; thence South parallel with the East line of said Southwest Quarter of said Section 12 to a point on the North right-of way line of E. 6th Avenue, said point being 670.85 feet West of the Southeast corner of the Southwest Quarter of said Section 12; thence East on the North line of 6th Avenue to a point 400 feet East of the West line of the Southeast Quarter of said Section 12; thence South 33 feet to the South line of said Southeast Quarter; the same being the North line of the Northeast Quarter of Section 13; thence South 50 feet; thence using state plane coordinates N89°04'28"E, parallel to and 50 feet South of the North line of Northeast Quarter of Section 13 135 feet; thence S07°38'00"W 319.04 feet; thence S55°04'20"W 62.3 feet; thence S19°58'08"W 134.49 feet; thence S75°53'58"E 178.05 feet; thence S06°36'45"E 144.47 feet; thence S12°40'48"W 228.56 feet; thence N63°10'24"W 210 feet; thence N82°35'06"W 150.68 feet; thence N72°37'51"W 60.87 feet; thence N82°05'19"W 126.65 feet to a point on the West line of the Northeast Quarter of Section 13, said point being S01°07'32"E based on State Plane coordinates 779.83 feet from the Northwest corner of the Northeast Quarter of Section 13; thence N01°07'32"W 167.81 feet; thence S33°48'40"W, using bearings from Belmont Mobile Home Park layout 215.86 feet; thence S51°31'53"W 180.6 feet; thence N45°00'00"W 157.5 feet; thence N51°47'53"W 192.84 feet; thence S84°27'55"W 126.34 feet; thence N52°24'24"W 46.1 feet; thence S71°17'21"W 119.81 feet; thence S10°17'59"W 285.67 feet; thence S06°21'37"E 41.41 feet; thence S58°52'23"W of 139.41 feet; thence on a curve to the left with a radius of 593.39 feet, an arc distance of 297.77 feet, chord being N45°30'08"W 294.65 feet; thence S30°07'18"W 163.39 feet; thence on a curve to the left having a radius of 430 feet and an arc distance of 276.96 feet, the chord being N78°19'50"W 272.2 feet; thence S83°27'35"W 600 feet; thence S89°18'42"W 480 feet to a point on the East line of Weaver Street; thence South 200 feet to a point 1264.35 feet South of and 25 feet East of the Northwest corner of the Northwest Quarter of section 13; thence East at right angles 835 feet; thence South at right angles to the North line of the Atchison, Topeka, and Santa Fe Railway; thence Northwesterly along said right-of-way line to a point 300 feet East of the West line of Weaver Street right-of-way; thence South to the South line of said Railway right-of-way; thence Southeasterly 0.5 mile along said right-of-way line to the East line of Sacred Heart Cemetery

Road (Road M5); thence South along the East right of way line of said Road M5 (being 20 feet East of the Quarter Section line of said Section 13 to a point 20 feet East and 25 feet South of the Southeast corner of Southwest Quarter of said Section 13; thence West on a line parallel to and 25 feet South of the South line of said section 13, the same being the North line of Section 24, Township 19S, Range 11E 807.71 feet; thence S00°49'13"E a distance of 609 feet; thence S23°29'08"E a distance of 107.19 feet; thence S37°20'48"E a distance of 885.93 feet; thence N89°10'47"E a distance of 199.31 feet; thence S00°49'13"E a distance of 120 feet; thence S89°10'47"W a distance of 211.36 feet; thence N00°49'13"W a distance of 111.07 feet; thence N37°20'48"W a distance of 885.93 feet; thence N23°07'51"W a distance of 116.57 feet; thence N00°49'13"W (assumed bearing) 609 feet to the South right of way of Logan Avenue; thence West on a line parallel to and 25 feet South of the North line of said section 14 to the Northeast corner of Lot 1 Barnhart Acres Subdivision; thence South 530.4 feet along the Wanamaka Road West road right-of-way line; thence West along the North line of Lot 2 in Barnhart Acres Subdivision 593.82 feet to the Weaver Street East road right-of-way line; thence North 530 feet along the Weaver Street East road right-of-way line to the South right-of-way line of Logan Avenue; thence West 25 feet along South right-of-way line of Logan Avenue to the West line of Section 24 also known as the East line of Section 23; thence South 1435.8 feet ; thence West 779.98 feet; thence South 127.7 feet; thence Southeast 163.2 feet, thence West 250 feet; thence South 142.75 feet; thence West 384.62; thence North 2806.5 feet; thence West 990 feet; thence North 470 feet; thence West along the South right-of-way line to a point 100 feet East and 50 feet South of the Southeast corner of Lot 1 of Brown Addition to the City of Emporia; thence South 20 feet; thence West 100 feet; thence South 1000 feet along the West line of the Kansas City and Emporia Railroad right-of-way to a point 996.28 feet South of the North line of Section 23; thence S39°51'49"W 451.59 feet; thence S00°00'58"W 230 feet; thence S69°53'45"W 227.69 feet; thence N44°59'02"W 214.41 feet; thence N00°00'58"E to a point 1410.75 feet South of the North line of Section 23; thence West on a line 1410.75 feet South of and parallel to the North line of Section 23 to a point 312.11 feet East of the West line of said Section; thence S04°45'00"W 516 feet; thence S17°52'00"W 53.18 feet; thence S25°52'00"W 39.33 feet; thence S33°07'00"W 8.68 feet to a point 2018.25 feet South of the North line of said section; thence East 92.18 feet; thence South parallel to the West line of said section 1050 feet; thence East 233 feet; thence S30°00'00"E 245 feet; thence S10°30'00"E 250 feet, more or less, to the center of the Cottonwood River; thence up the center of said River approximately 725 feet to a point on the West line of Section 23, the same being the East line of Section 22; thence North along section line approximately 550 feet to a point 2918.25 feet South of the Northeast corner of Section 22; thence West 130 feet parallel to the North line of said Section 22, and North 120 feet; thence West 376.75 feet; thence North 773.56 feet parallel to the East section line of said Section 22; thence East 114.03 feet; thence North 100 feet; thence East 400 feet to a point on the East section line of Section 22 and the West section line of Section 23, being 1918.25 feet South of the Northeast corner of Section 22 and the Northwest corner of Section 23; thence South along said section line 100 feet to a point 2018.25 feet South of the Northwest corner of Section 23; thence East 159.48 feet; thence N33°07'00"E 43.87 feet; thence N25°52'00"E 31.35 feet; thence N17°52'00"E 42.14 feet; thence N04°45'00"E 504.17 feet to a point 1410.75 feet South of and 251.91 feet East of the Northwest corner of Section 23; thence West along a line 1410.75 feet South of and parallel to the North line of said Section 251.91 feet to the West line of Section 23, the same being the East line of Section 22; thence continuing West 0.25 mile on a line being 1410.75 feet South of and parallel to the North line of Section 22 to a point 450 feet East of and 92 feet South of the Northeast corner of the tract of land known as "Soden Grove"; thence South 450 feet; thence West 450 feet, to the East line of Soden's Grove; thence South along the East line of said tract 984.25 feet to the Southeast corner of said tract; thence West along the South line of said tract 189.42 feet to a corner; thence South along the East line of said tract to the center of the Cottonwood River; thence in a Northwesterly direction following the center line of said river 1859 feet, more or less, to a point 33 feet downstream from a point the center of said river immediately beneath the longitudinal center line of the concrete arch bridge across the river and commonly known as "Soden Bridge"; thence N63°30'00"E to the East bank of said Cottonwood River; thence continuing in a general Northeasterly direction on a line parallel to and 33 feet from the longitudinal center line of the Soden's Bridge pavement to a point 280.5 feet West of the East line of the Northwest Quarter of Section 22; thence Northwesterly along the K-99 Highway right-of-way to a point;

thence N25°45'00"W 125.6 feet; thence S44°45'00"W 17 feet; thence N39°09'00"W 283 feet; thence N21°40'00"W 153 feet; thence West on a line parallel to and 1056 feet South of the North line of the Northwest Quarter of Section 22, to the center of the Cottonwood River; thence in a general Northerly and Westerly direction up the center of the Cottonwood River to a point on the North line of said Northwest Quarter of Section 22, the same being the South line of the Southwest Quarter of Section 15, and the place of beginning.

ALSO

Lot 1 through 4 of Read McClasky's Subdivision.

ALSO

A tract of land lying in the fractional South Half of Section 6, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows: Commencing at the Southeast corner of the fractional Southwest Quarter of said section 6; thence on an assumed bearing of S90°00'00"W along the South line of said fractional Southwest Quarter for a distance of 386.01 feet to the point of beginning; thence continuing along said South line S90°00'00"W for a distance of 681.83 feet; thence N01°57'57"E for a distance of 1989.04 feet; thence S89°12'24"E for a distance of 1033 feet to the East line of the fractional Southwest Quarter of said section; thence continuing S89°12'24"E for a distance of 1242.79 feet to the Westerly right-of-way line of the Kansas Turnpike, said point being 150 feet Northwesterly at right angles to Centerline Station 9310+83.40 of said turnpike; thence S30°06'36"W along the Westerly right-of-way of the Kansas Turnpike for a distance of 2178.65 feet to the Northeast corner of Tract 20-1D as acquired by the Kansas Turnpike through District Court case 23521 and 23563; thence S85°48'36"W along the Northerly line of said tract 20-1D for a distance of 570.56 feet to a point which is 30 feet North of the South line of the fractional Southwest Quarter of said Section 6; thence S0°00'00"E for a distance of 30 feet to the point of beginning, said tract contains 78.08 acres, exclusive of 0.39 acres of right-of-way for road purposes on all that part of said tract lying West of tract 20-1D as acquired by the Kansas Turnpike Authority.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A tract of land located in Section 7, Township 19 South, Range 11 East of the 6th P.M., in Lyon County, Kansas, more particularly described as follows:

From the North Quarter corner of said Section 7; thence Westerly on the North line of said Section 7 on an assumed bearing of N90°00'00"W for a distance of 386.28 feet to the point of beginning; thence continuing Westerly on said North line on a bearing of N90°00'00"W for a distance of 873.72 feet; thence S00°00'00"W for a distance of 855 feet; thence S90°00'00"E for a distance of 369.13 feet to a point on the Westerly right-of-way line of the Kansas Turnpike; thence on said right-of-way on a bearing of N29°03'48"E for a distance of 50.61 feet; thence continuing on said right-of-way on a bearing of N86°00'42"E for a distance of 379.9 feet; thence continuing on said right-of-way on a bearing of N69°03'13"E for a distance of 240.03 feet; thence continuing on said right-of-way on a bearing of N30°03'13"E for a distance of 705.46 feet; thence continuing on said right-of-way on a bearing of N83°04'10"W for a distance of 479.95 feet to a point on the Southerly right-of-way of West 18th Avenue; thence N00°00'00"E for a distance of 30 feet to the point of beginning. The above described tract contains 21.01 acres, more or less, subject to road rights of way and other easements of record.

EXCEPTING that portion taken for road right-of-way purposes.

ALSO

A 12.65 acres tract located in the Northwest Quarter of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas: being more particularly described as follows:

Beginning on the North line of said Northwest Quarter at a point 958.46 feet East of the Northwest corner of said Northwest Quarter; thence on an assumed bearing of East on said North line for a distance of 300 feet to a point 1260 feet West of the Northeast corner of said Northwest Quarter; thence South for a distance of 855 feet; thence East for a distance of 368.87 feet to the Westerly right-of-way line of the Kansas Turnpike Authority; thence S28°58'33"W on said right-of-way line for a distance of 269.75 feet; thence S20°43'20"E on said right-of-way line for a distance of 276.94 feet; thence West for a distance of 636.18 feet; thence North for a distance of 1350 feet to the point of beginning.

EXCEPTING that portion taken for road right of way purposes.

ALSO

A tract in the Southwest Quarter of Section 6, Township 19 South, Range 11 East of the 6th P.M., beginning at a point 1367.84 feet West of the Southeast corner of the Southwest Quarter; thence North 428 feet; thence West 400 feet; thence South 428 feet; thence East 400 feet to the point of beginning.

ALSO

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

Commencing at the Southwest corner of said Section 6, thence on an assumed bearing of N01°07'21"W along the west line of said Southwest Quarter for a distance of 473.09 feet; thence N87°46'40"E for a distance of 741.53 feet; thence S02°13'21"E for a distance of 473.09 feet to the South line of said Southwest Quarter; thence S87°46'39"W, along said South line for a distance of 750.61 feet to the point of beginning.

ALSO

That portion of Section 6 and Section 7, Township 19 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, being a portion of the right of way of 18th Avenue and more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence with an assumed bearing on the West line of said section 6, N01°07'20"W for a distance of 90.47 feet; thence perpendicular to said West line, S88°52'40"E for a distance of 70.0 feet to the intersection of the East right-of-way line of Road G and the North right-of-way line of said West 18th Avenue and the point of beginning; thence on said North right-of-way line the following 5 courses: S81°21'54"E for a distance of 234.50 feet; N87°46'39"E for a distance of 1152.15 feet; N00°44'57"E for a distance of 14.97 feet; N87°46'39"E for a distance of 535.33 feet; N77°28'13"E for a distance of 802.16 feet to the Westerly right-of-way line of Kansas Turnpike Authority; thence on said Westerly right-of-way line, S27°53'20"W for a distance of 150.0 feet; thence continuing on said Westerly right-of-way line, S28°12'27"W for a distance of 287.77 feet to the South right-of-way line of said 18th Avenue; thence on the said South right-of-way line the following three courses: N80°02'11"W for a distance of 637.03 feet; S87°46'39"W for a distance of 1525.82 feet; N81°23'47"W for a distance of 313.72 feet; thence leaving said South right-of-way line N11°24'09"W for a distance of 166.1 feet to the point of beginning. Contains 7.94 Acres more or less.

ALSO

A tract of land in Sections 3, 4, 9, & 10, Township 20 South, Range 11 East of the 6th P.M. in Lyon County, Kansas, more particularly described as follows: Beginning at a point on the South line of Section 10, N79°17'30"E 675.5 feet of the Southeast corner of Section 9; thence S79°17'30"W 3297.5 feet along the South line of Sections 10 & 9 to the Southwest corner of the Southeast Quarter of Section 9; thence N10°42'30"W 5280 feet along the West lines of the Northeast and Southeast Quarters of Section 9 to the Northwest corner of the Northeast Quarter of Section 9; thence N79°17'30"E 1650 feet along the North line of Section 9 to a point on the North line of Section 9 which is 990 feet West of the Northeast corner of Section 9; thence N10°42'30"W 1980 feet; thence N79°4'15"E 325.7 feet; thence N40°11'33"E 272.47 feet; thence N1°18'52"E 1329.73 feet; thence N79°14'15"E 920.37 feet; thence S1°18'52"W 1201.99 feet; thence S47°16'56"E 364.02 feet; thence N79°4'15"E 278.96 feet; thence S10°42'30"E 1986.38 feet to a point on the North line of Section 10 which is 990 feet East of the Northwest corner of Section 10; thence N79°17'30"E 1650 feet along the North line of Section 10 to the Northeast corner of the Northwest Quarter of Section 10; thence S10°42'30"E 3620.5 feet along the East lines of the Northwest and Southwest Quarters of Section 10 to a point which is 980.5 feet South of the Northeast corner of the Southwest Quarter of Section 10; thence S79°17'30"W 1982.5 feet; thence S10°42'30"E 1659.5 feet to the POB. Containing 687 Acres More or less. Note: All bearings are magnetic. Local declination = N10°42'30"W. Less all right of ways.

ALSO

The Southwest Quarter (SW1/4) Of Section 10, Township 20 South, Range 11 East Of The 6th P.M., Lyon County, Kansas, Except Beginning At The Southwest Corner Of Said Section 10, Thence North To The Northwest Corner Of The SW1/4, Thence East To The Northeast Corner Of The SW1/4, Thence South 980.5 Feet, Thence West 1982.5 Feet, Thence South To The South Line Of Section 10, Thence West To Beginning, Said Exception Containing 84 Acres, More Or Less;

And Except Beginning On The South Line Of Said Quarter At A Point 1980.17 Feet West Of The Southeast Corner Of Said Quarter, Thence North 0°26' 1 0" East Along The Existing Fence 587.98 Feet, Thence East 555 feet, Thence South 587.98 Feet, Thence West 555 feet To Point of Beginning;

And Also Except A Tract Of Land Beginning At The Southeast Corner Of Said Quarter Section, The East Line Of Said Quarter Section Having An Assumed Bearing Of North 01 °16' West, Thence South 88°47' West 154.5 Feet, Thence

North 01°13' West 20.0 Feet, Thence North 75°58' West 61.5 Feet, Thence North

01 °13' West 200.0 Feet, Thence North 03° 17' West 300.2 Feet, Thence North 01°

13' West 400.0 Feet, Thence North 01 °59' East To A Point 980.5 Feet South Of The North Line, And 63.1 Feet West Of The Northeast Corner Of Said Quarter Section, Thence East 63.1 Feet West Of The Northeast Corner Of Said Quarter Section, Thence East 63.1 Feet To Said East Line, Thence South Along Said East Line To The Place Of Beginning, Containing 2.17 Acres More Or Less, Exclusive Of The Existing Highway;

And Except A Tract Of Land Located In The SW 1/4 Of Said Section 10, Described As Follows: Commencing At The Southeast Corner Of Said SW 1/4; Thence On An Assumed Bearing Of North 01 °16' West On The East Line Of Said SW1/4 For A Distance Of 659.55 Feet; Thence South 88°29'56" West For A Distance Of 103.91 Feet To The West Right Of Way Line Of K-99 highway And The Point Of Beginning; Thence North 01 °13' West On Said West Right Of Way Line For A Distance Of 274.64 Feet; Thence North 01 °59' East On Said West Right Of Way Line For A Distance Of 655.99 Feet; Thence South 86° 17'25" West For A Distance Of 576.35 Feet; Thence North 44°25'25" West For A Distance Of

30.44 Feet; Thence South 88°08'38" West For A Distance Of 369.32 Feet; Thence South 05°07'03" East For A Distance Of 929.06 Feet; Thence North 88°29'56" East For A Distance Of 866.13 Feet To The Point Of Beginning.

And Except

A Tract Beginning At The SE Corner Of The SW1/4 Of Said Section; Thence S.89°50'17" W. (Geoid03) On The South Line Of Said SW1/4 For A Distance Of 1425.17 Feet To The SE Corner Of A Previously Surveyed And Described Tract Recorded In Book 390 At Page 559; Thence N.00°05'44" W. On The East Line of said previously Surveyed Tract For A Distance Of 385.00 Feet; Thence N.89°50'17"E. Parallel With The South Line Of Said SW1/4 For A Distance Of

460.00 Feet; Thence N.00°09'39"E. For A Distance of 90.00 Feet; Thence S.87°30'00"E. For A Distance Of 265.00 Feet; Thence S.77°40'00"E. For A Distance Of 200.00 Feet; Thence S.87°57'56"E. For A Distance Of 506.87 Feet To The East Line Of Said SW 1/4; Thence S.00°09'39"W. On Said East Line For A Distance Of 400.00 Feet To The Point Of Beginning. Exclusive Of Right Of Way For K-99 Highway And Inclusive Of The County Road Right Of Way Easement On The South Side Thereof.

ALSO

A tract of land consisting of the S 1/2 S 1/2 NW 1/4 NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: from the Northwest corner of said section 3, thence Southerly on the West line with a bearing of S 00°30'50" E for a distance of 981.09 feet to the point of beginning; thence N89 °13'44" E for a distance of 1319.06 feet; thence S 00°29'39" E for a distance of 315.56 feet; thence S 89°07'11" W for a distance of 1318.97 feet; thence Northerly on the West line of said section 3 with a bearing of N 00°30'50" W for a distance of 318.07 feet to the point of beginning.

ALSO

A tract of land in the NW 1/4 of Section 3, Township 20 South, Range 11 East of the 6th P.M. Described as follows: Beginning on the West line of said section at a point 3460.1 feet North of the Southwest corner of said section, said West line having an assumed bearing of N 10°42'30" W; thence continuing North along said West 482.24 feet; thence N 79°14'15" E a distance of 881.37 feet; thence S 55°7'50"W a distance of 501.41 feet; thence S 79°14'15" W a distance of 744.52 feet to the point of beginning.

ALSO

A tract in the N 1/2 N 1/2 SW 1/4 and the S 1/2 of the fractional NW 1/4, all in Section 3, Township 20 South, Range 11 East of the 6th P.M., Lyon County, Kansas, and being more particularly described as follows: commencing at the Southwest corner of said N 1/2 N 1/2 SW 1/4; thence N 88°21'15" E (basis of bearings) on the South line of said N 1/2 N 1/2 SW 1/4 for a distance of 711.06 feet of the true point of beginning; thence N 36°56'54" W for a distance of 373.66 feet; thence N 10°33'40" E for a distance of 1201.99 feet; thence N 13°52'13" E for a distance of 517.55 feet to the North line of said S 1/2 FR. NW

1/4; thence N 88°21'55" E on the North line of said S 1/2 FR NW 1/4 for a distance of 272.35 feet to point 745 feet distant at right angles from the centerline of runway 1-19 extended; thence S 10°39'52" W parallel with said centerline of runway 1-19 for a distance of 2024.96 feet to the South line of said N 1/2 N 1/2 SW 1/4; thence S 88°21'15" W on said South line for a distance of 17.28 feet to the true point of beginning.

ALSO

A tract in the NE 1/4 of section 4 in Township 20 South, Range 11 East of the 6TH P.M., :Lyon County, Kansas, and being more particularly described as follows: Commencing at the Southeast corner of the NE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the South line of said NE 1/4 FOR 349.34 feet to the true point of beginning; thence continuing S 88°37'47" W on said South line for 49.27 feet; thence N 10°39'54" E for 1625.40 feet; thence N 02°00'08" E for 66.39 feet; thence N 79°20'06" E FOR 54.33 feet to the East line of said NE 1/4; thence S .01°27'45" E on said East line for 325.54 feet to the Northwest corner of the S 1/2 NW 1/4; thence continuing S .01°27'45" E on the East line of said NE 1/4 for 505.40 feet to the North line of a private road; thence S 89°01'25" W on the North line of said private road for 175.80 feet; thence S 10°33'50" W on the Westerly line of said private road for 832.89 feet to the true point of beginning. Subject to County Road easement along the East side thereof.

ALSO

Commencing at the Northeast corner of the SE 1/4 of said section 4; thence S 88°37'47" W (basis of bearings) on the North line of said SE 1/4 FOR 349.34 feet to the true point of beginning; thence S 10°49'37" W along Westerly line of a private road for 497.07 FEET; THENCE S 49°42'39" W along the Southerly line of a private road for 74.26 feet; thence N 10°39'54" E for 544.48 feet to the North line of said SE 1/4; thence N 88°37'47" E on said North line for 49.27 feet to the true point of beginning.

ALSO

Lots

3, 4, 5, 7, 8, 9, 10 and 11 in Barnhart Acres Subdivision in Lyon County, Kansas, according to the recorded plat thereof.

ALSO

A

tract in the Northeast Quarter of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said section 12; thence N00°32'25"E (basis of bearings) on the East line of said Section 12 a distance of 1199.00 feet; thence N89°05'08"W a distance of 440.00 feet to a 1/2" iron pin; thence S00°30'14"W a distance of 150.00 feet to a 1/2" iron pin; thence N89°05'08"W a distance of 238.09 feet to a 1/2" iron pin and the true point of beginning; thence S00°32'25"W a distance of 929.77 feet to a 1/2" iron pin on the northerly right of way line of US 50 Highway; thence S88°05'36"W along said northerly right of way line for a distance of 239.51 feet to a 1/2" iron pin; thence N89°47'27"W along said northerly right of way line a distance of 596.72 feet; thence N00°32'25"E a distance of 948.94 feet to a 1/2" iron pin; thence S89°27'35"E a distance of 839 feet to a 1/2" iron pin and the true point of beginning. Containing 18.13 acres and subject to easements of record. Except existing right of way.

ALSO

The W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M., Lyon County, Kansas, less that part taken for highway. LESS AND EXCEPT: A tract of land located in the W1/2 of the SW1/4 of Section 12, Township 19 South, Range 10 East of the 6th P.M, Lyon County, Kansas, more particularly described as follows: Commencing at the West Quarter Corner of said Section 12; thence along the West line of the SW1/4 of said Section 12 S0°35'54"E 12sunshine3.10 feet to the point of beginning; thence N89°24'06"E 47.50 feet to the intersection of the East right-of-way line of an existing public road (Road F) and the South right-of-way line of an existing public road (Highway 50); thence S0°35'54"E 776.94 feet; thence S89°24'06"W 47.50 feet to the West line of the SW Quarter of said Section 12; thence along the West line of the SW1/4 of said Section 12 N0°35'54"W 776.94 feet to the point of beginning, excepted tract containing 0.85 acres, including 0.40 acres of existing public road

right-of-way (0.45 acres of additional public road right-of-way). The bearings on the above excepted tract are based on the North line of the SW1/4 of Section 12 as being EAST (N90°00'00"E).

ALSO

Lot I of Block I in the Westar Subdivision, being a part of the Northeast quarter of Section 12, Township 19 South, Range 10 East of the 6th p.m., Lyon County, Kansas, according to the recorded plat thereof.

ALSO

A tract for the purpose of road right of way easement in the Southeast quarter of section 1, and the northeast quarter of section 12, all in Township 19 South, Range 10 East of the 6th p.m., Lyon County, Kansas, as described by Aaron C . Davis, PS 1368, on May 11, 2021, as follows: Commencing at the Southeast corner of said SE ¼; Thence N.01°07'30"W. (basis of bearings) on the East line of said SE¼ for 65.00 feet; Thence S.89°24' 27"W. Parallel with the South line of said SE¼ for 65.00 to the point of beginning, Thence continuing S.89° 24' 27"W. Parallel with said South line, and on the northerly right of way line of road 180, for 163.54, Thence S. 75°54' 52"W. On said Northerly right of way line for 150.00 feet, thence S.00°35' 33"E. For 5.00 feet to a point 25.00 feet North of the South line of said SE ¼, Thence S.89° 24' 27"W. On said Northerly right of way line for 802.98 feet; thence S.00°35' 33"E. for 25.00 feet to a point on the South line of said SE ¼, said point being 1177.99 feet West of the Southeast corner of said SE¼; thence S.00°50'50"E. For 40.00 feet to the Northwest corner of lot 1 in block 1, Westar subdivision to Lyon County, Kansas, thence N.89°24' 27"E. On the North line of said lot 1 for 802.99 feet; thence S.00° 50' 50"E. For 8.00 feet; Thence N.89°24'27"E. On the North line of said lot 1 for 310.00 feet to a point 65.00 feet West of the East line of the NE¼ of said section 12; Thence N.00° 50' 50"W. Parallel with the East line of said NE¼ for 48.00 feet to the North line of said NE¼; Thence N.01°07'30"W. parallel with the East line of the SE¼ of said section 1 for 65.00 feet to the point of beginning said tract contains 1.94 acres

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND

Tract 1: A tract of land in the Northwest Quarter of Section 11, Township 19S, Range 11E of the 6th P.M.; more particularly described as follows:

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

Tract 2: A tract of land located in the Northwest Quarter of Section 11, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas more particularly described as follows:

Beginning on the North line of Lot 6 in Goodrich's Subdivision at the West line of the East half of said Lot 6; thence East along the North line of said Lot 6 238.00 feet; thence Southerly 119.03 feet; thence Southwesterly 61.03 feet; thence West 143.81 feet to said West line of the East half of Lot 6; thence North 145.23 feet to the point of beginning.

Tract 3: A tract of land lying in the NE ¼ of Section 7, Township 19 South, Range 11 East of the 6th P.M., Lyon County, Kansas; being more particularly described as follows:

Commencing at the Northeast corner of said NE ¼ thence S88°39'52"W(assumed) along the North line of said NE ¼ for a distance of 1189.10 feet to the point of beginning thence S00°00'00"E parallel with the East line of said NE ¼ for a distance of 529.00 feet to an iron pin at the Southwest corner of a previously described tract (Deed Book 440, Page 718) thence N57°59'24"W for a distance of 70.74 feet to a point that lies 59.98 feet West of the West line of said previously described tract and approximately 37.5 feet North of the SW corner of same thence N00°00'00"W parallel with the East line of said NE ¼ for a distance of 490.11 feet to the North line of said NE ¼ thence N88°39'52"E along said North line for a distance of 60.00 feet to the point of beginning less right-of-way which has been previously annexed.

SECTION 2: All lots, tracts, streets and highways, and parcels of real property included within the territory within the boundary set and fixed in Section 1 of this Resolution, are hereby declared to be and constitute the City of Emporia, Kansas.

SECTION 3: Resolution Number 3687 is hereby repealed.

PASSED AND APPROVED this 20th day of December 2023.

Susan Brinkman, Mayor

ATTEST:

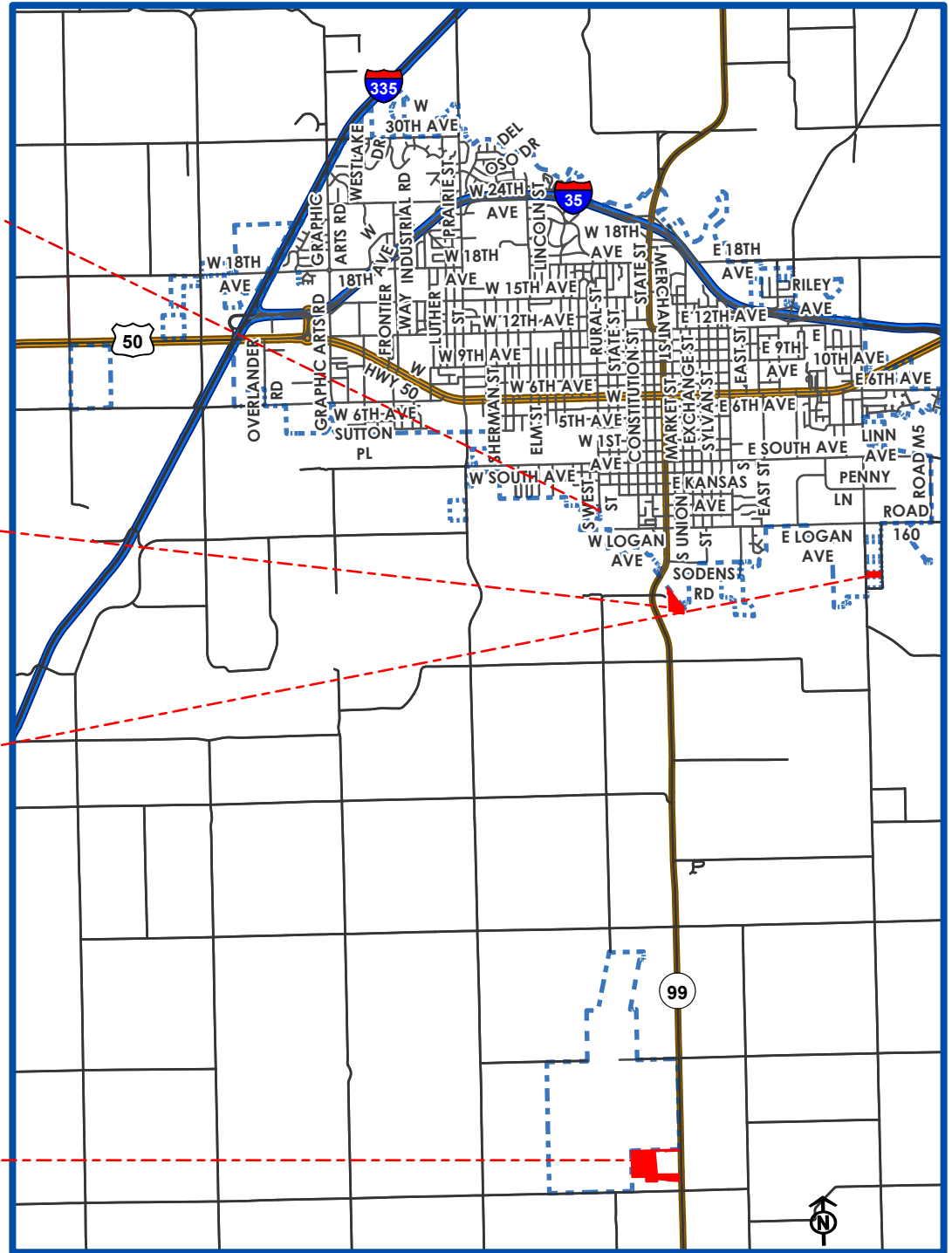
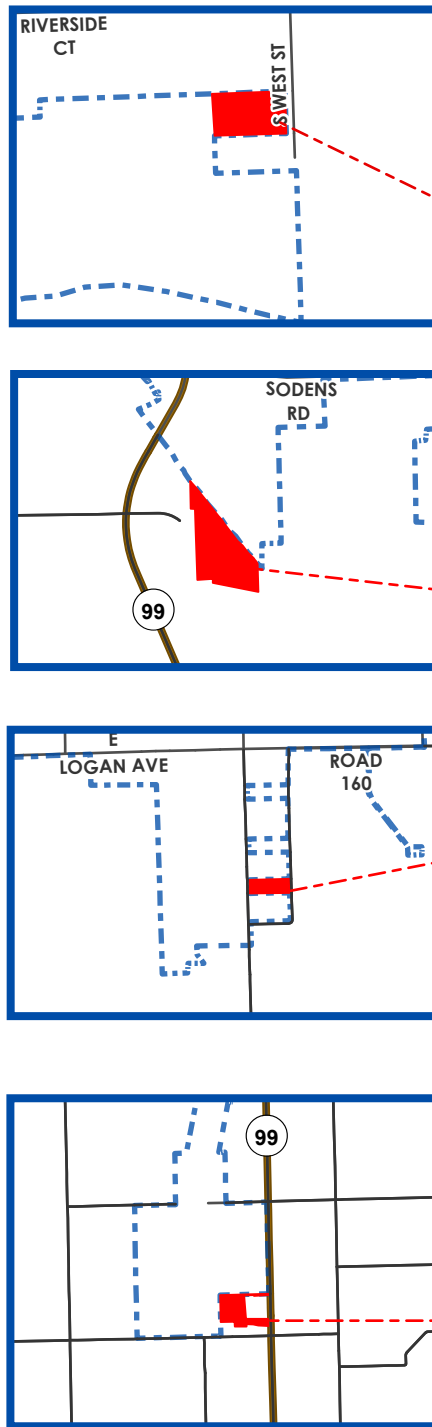
KERRY SULL, City Clerk



2023 Boundary Resolution

City Limit Annexation Year 2023

Municipal Boundary



DATA NOT SURVEY ACCURATE



Commission Action Report

Resolution No. 3720 for New Golf Rate Structure

Title: Resolution No. 3720 for New Golf Rate Structure

Agenda Date: December 20, 2023

Presented By: Marcus Erkel, Head Golf Professional

Background:

The golf course and Golf Advisory Board would like to bring this discussion to the commission about raising the current rates for annual members, annual trail fees, and range balls. We have not raised the annual rates in 5 years, and feel this is the time to do that.

Discussion:

After researching rates at other facilities around the state, as well as the implementation of the new tee boxes, it is recommended that the rates be increased for the golfing public. While we strive to keep our rates as low as possible, due to the increase in many of our supplies for the course, we feel that an increase at this time is important to continue to maintain a good product. We also feel this is a great opportunity to “re-brand” the options at the course. We feel “packaging” options together allows for golfers to make choices in their best interest to get the most out of the use of the golf course’s offerings. The new categories will allow us to increase future pricing with more of a benefit to the player and the course.

Financial considerations:

No city funds are required.

Recommended action:

Approve Resolution No. 3720 for the new rate structure under the “categories” model.

Attachments:

Resolution No. 3720
New rate structure plan

RESOLUTION NO. 3720

A RESOLUTION AUTHORIZING CERTAIN RATE ADJUSTMENTS TO THE FEE STRUCTURE AT THE EMPORIA MUNICIPAL GOLF COURSE.

WHEREAS, the City has determined that it is desirable and necessary to continually make improvements at the City owned public golf course.

WHEREAS, the governing body of the City finds and determines that it is desirable and necessary to adjust the user fees at the Emporia Municipal Golf in order to pay for the operation and improvements to the municipal golf course.

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

Section 1. The City is authorized, pursuant to Section 18-165 of the Code of the City of Emporia, Kansas, 1983, to make periodical adjustments to the rate structure at the Emporia Municipal Golf Course to pay for the cost of operation and capital improvements.

Section 2. The following schedule of charges will be effective for the calendar year January 1, 2024:

Green Fees

Monday/Thursday Regular	\$20.00
Monday/Thursday - Senior/Military	\$18.00
Junior (after 2:00 p.m. on Weekends/Holiday)	\$ 9.50
Monday/Thursday Twilight	\$14.00
Friday/Saturday/Sunday/Holiday	\$24.00
Friday/Saturday/Sunday/Holiday Twilight	\$16.00
Monday/Thursday 9 hole	\$14.00
Friday/Saturday/Sunday/Holiday 9 hole	\$16.00

Annual Fees

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

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

Trail Fees

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

Storage

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

9 Holes	\$10.00/person
18 Holes	\$16.00/person

Use of City Owned Golf Cart (May be limited due to number of City-owned golf carts)	\$700.00
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Annual Driving Range	\$250.00
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Annual Trail Fee	\$300.00
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Pull Cart Rental	\$3.50
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Driving Range	\$5.00/\$8.00
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Club Rental	\$10.50
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Section 3. This Resolution shall be in full force and effect from and after its adoption by the governing body of the City.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS
THIS 20th Day of December 2023.

Susan Brinkman, Mayor

Kerry Sull, City Clerk

	2023	Current Rate	New Rate	Other Courses:	Buffalo Dunes	Cherry Oaks
Green Fees						
Monday/Thursday Regular	\$	20.00	\$ 20.00		\$ 25.00	\$ 26.00
Monday/Thursday Senior/Military	\$	18.00	\$ 18.00			
Junior (after 2 pm on weekends/holidays)	\$	9.50	\$ 9.50		\$ 7.00	\$ 12.00
Monday/Thursday Twilight	\$	14.00	\$ 14.00			
Friday/Saturday/Sunday/Hol iday	\$	24.00	\$ 24.00		\$ 30.00	\$ 27.00
Friday/Saturday/Sunday/Hol iday Twilight	\$	16.00	\$ 16.00			
Monday/Thursday 9 hole	\$	14.00	\$ 14.00		\$ 15.00	\$ 17.00
Friday/Saturday/Sunday/Hol iday 9 hole	\$	16.00	\$ 16.00		\$ 20.00	\$ 17.00
Annual Fees						
Individual	\$	675.00	\$ 775.00		490	1025
Additional	\$	390.00	\$ 300.00			
Senior/Military	\$	600.00	\$ 675.00		360	
Junior	\$	150.00	\$ 150.00		100	
Trail Fees						
Per 9 Holes	\$	6.50	\$ 6.50		5.5	N/A
Per 18 holes	\$	9.50	\$ 9.50		9	N/A
Storage						
Space and trail Fee (Max 2 Individuals per space)	\$	525.00	\$ 565.00			
Golf Cart Rental						
9 Holes		\$8/per person	\$10/per person		10	11
18 Holes		\$14/per person	\$16/ per person		15	14
Use of City owned golf cart	\$	650.00	\$ 700.00		700	
Annual Driving Range	\$	210.00	\$ 250.00			
Annual Trail Fee	\$	260.00	\$ 300.00			
Pull Cart Rental	\$	3.50	\$ 3.50			

Driving Range	\$3.50/\$5.00	\$5.00/\$8.00	\$5	\$5/\$7
Club Rental	\$ 10.50	\$ 10.50		

					Buffalo	Cherry
2023	Current Rate	New Rate	Other Courses:		Dunes	Oaks

Cypress Ridge	Eagle Bend	Heritage Park	Hesston	Lake Shawnee	Mariah Hills	Quail Ridge	Rolling Meadows	Salina Municipal
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\$ 25.00	\$ 28.00	\$ 26.00	\$ 20.00	\$ 25.00	\$ 22.00	\$ 22.50	\$ 27.00	\$ 22.50
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\$ 7.00	\$ 11.00	\$ 25.00	\$ 12.00	\$ 7.00	\$ 9.00	\$ 10.00	\$ 10.00	
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\$ 30.00	\$ 30.00	\$ 36.00	\$ 30.00	\$ 30.00	\$ 25.00	\$ 37.15	\$ 31.00	\$ 24.50
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\$ 19.00	\$ 19.00		\$ 15.00	\$ 19.00	\$ 13.00		\$ 18.00	\$ 17.00
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\$ 22.00	\$ 22.00		\$ 22.00	\$ 22.00	\$ 13.00		\$ 20.00	\$ 19.50
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855 N/A		1400	775	855	500 variety of 360 options		585 variety of 470 options
740				740			
285			200	285			225
				plus \$3/rd			

			5				
20			10	20	11		12

9	12	9	10	9	10	9	12	11.5
18	17	18	13	18	16	11.55	18	16.25

515		1000	575	515
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\$4/\$9	\$7/\$14					\$8	\$3	\$5/\$7/\$9
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Cypress Ridge	Eagle Bend	Heritage Park	Hesston	Lake Shawnee	Mariah Hills	Quail Ridge	Rolling Meadows	Salina Municipal
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Stagg Hill	Turkey Creek	Wellington
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\$ 28.00	\$ 22.00	\$ 19.00
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\$ 15.00		\$ 12.00
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\$ 34.00	\$ 27.00	\$ 22.00
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\$ 18.00	\$ 14.00	\$ 12.00
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\$ 23.00	\$ 16.00	\$ 13.00
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685	895	700
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	785	550
300		200

	6	
	10	11

11	11	12
18	15	24

\$5/\$9 \$6/\$8 \$4

Stagg Hill Turkey
Creek Wellington



Commission Action Report

Mahtropolis Addition Utility Easement Agreement

Title: Mahtropolis Addition Utility Easement Agreement

Agenda Date: December 20th, 2023

Presented By: James Ubert, City Engineer

Background:

The Mahtropolis Addition will create 27 single-family houses along Mahnopoly Ave and Riley Ave. The paving and City utility improvements have been completed. Franchise utilities requested additional 10 feet of utility easement within 30 foot building set back.

Discussion:

Mr. William Mah, owner of Mahtropolis Addition, has signed the attached utility easement for utility construction and maintenance.

Financial considerations:

N/A

Recommended action:

Accept the utility easement.

Attachments:

Utility Easement.

PERMANENT UTILITY EASEMENT

This indenture made this 11th day of December, 2023, by and between **Speculative Holdings, LLC**, of, hereinafter referred to as "Grantor", and the City of Emporia, Lyon County, Kansas, a municipal corporation hereinafter referred to as "Grantee".
WITNESSETH:

That the Grantor, in consideration of the sum of one dollar (\$1.00) duly paid, the receipt of which is hereby acknowledged, does by these presents grant and convey unto the Grantee, its successors and assigns, all the Grantor's interest in the following described parcel, laying,

EASEMENT DESCRIPTION:

THAT PORTION OF LOTS 10 THRU 27, MAHTROPOLIS ADDITION RECORDED IN BOOK 2022 AT PAGE 03964 IN THE CITY OF EMPORIA, COUNTY OF LYON, STATE OF KANSAS, BEING A STRIP OF LAND 10 FEET WIDE LYING PARALLEL WITH THE LINE DESCRIBED BY ALAN M. ZUMBRUNN, PS 1734 ON SEPTEMBER 19, 2023 AS FOLLOWS:
ALL BEARINGS HEREIN ARE A PLATTED BEARING OF S 88°27'53" W ON THE NORTH LINE OF SAID PLAT. COMMENCING AT THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF MAHNOPLY AVENUE; THENCE ON SAID NORTH RIGHT-OF-WAY S 88°27'53" W 464.46 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE, WESTERLY, SOUTHERLY, AND EASTERLY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 167.55 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS S 31°32'07" E 69.28 FEET; THENCE ON THE SOUTH LINE OF SAID RIGHT-OF-WAY LINE, N 88°27'53" E 429.36 FEET TO THE POINT OF TERMINUS. THE SIDELINES OF THE ABOVE-DESCRIBED STRIP OF LAND SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE EASTERN BOUNDARY OF SAID MAHTROPOLIS ADDITION.

END OF DESCRIPTION
SEE EXHIBIT "A"

The duration of the easement herein granted shall be perpetual, unless the Second Party agrees to terminate or abandon its use of the same for the stated purpose. The utility easement shall specifically include, the right and privilege of the Second Party, its agents, employees, contractors, and assigns, of ingress and egress over the lands of the First Party to access the public utilities and to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the utility easement. Second party shall save and hold the First Party harmless from any and liability for personal injury and property damage resulting from said utility easement, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the First Party. Second Party, its contractors and assigns shall take all reasonable steps to restore and revegetate any ground areas disturbed by maintenance or construction or related activities in the permanent easement herein granted. The parties acknowledge and agree that the First Party, its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct provided the same does not unreasonably interfere

with Second Party's use of said easement for the construction, installation, maintenance, repair, operation or use of the public utilities located in the easement.

IN WITNESS WHEREOF the Grantor has executed this indenture as of the date first above written.

Speculative Holdings, LLC

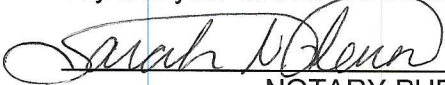


William Mah, Owner

STATE OF KANSAS)
)ss:
COUNTY OF Shawnee)

BE IT REMEMBERED, on this 11th day of December, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Mr. William Mah of Speculative Holdings, LLC**, such person(s) being personally known to me to be the same person(s) who executed the within instrument of writing and duly acknowledge the execution of the same.

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



NOTARY PUBLIC

My Commission Expires:
6/4/2025

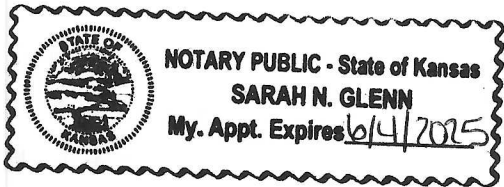
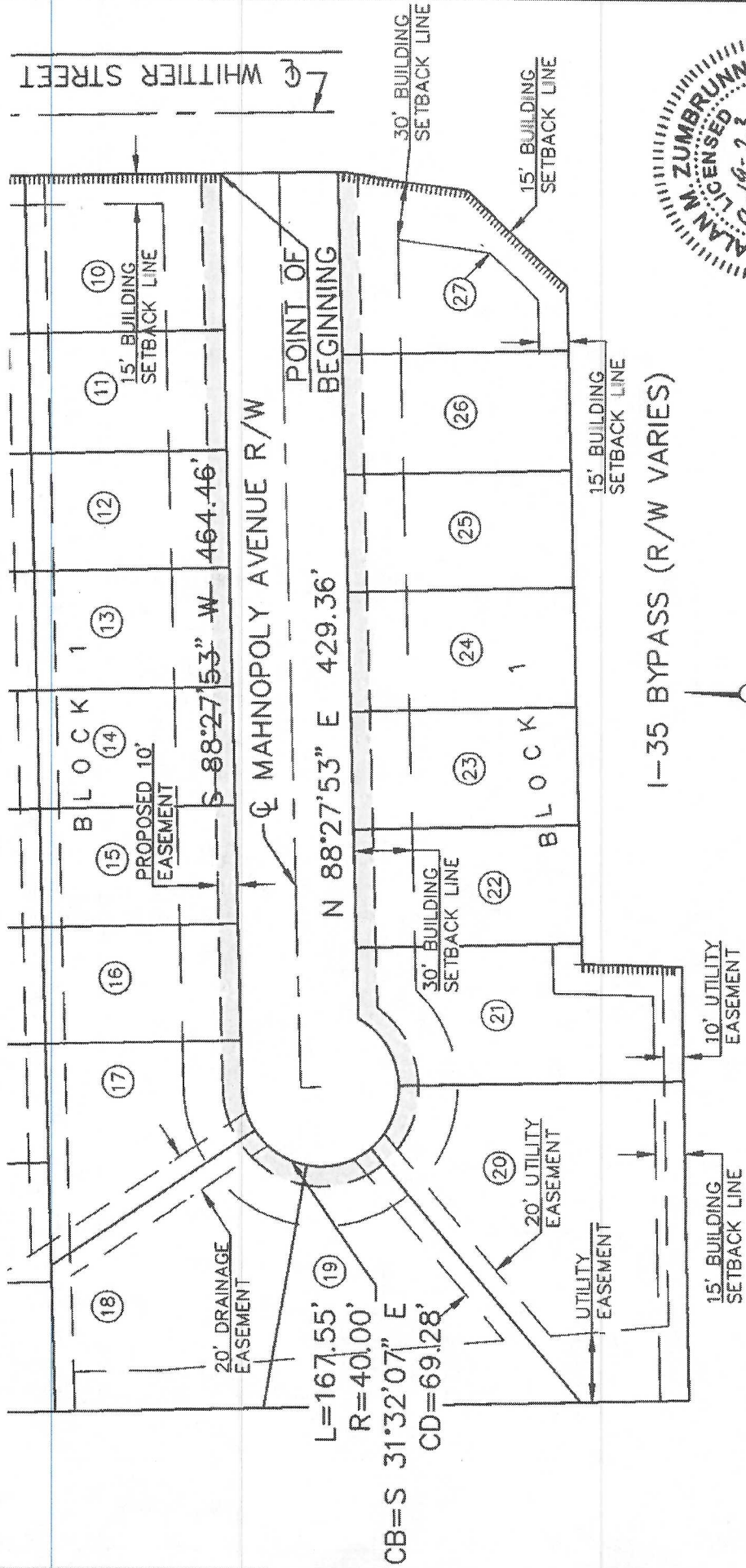
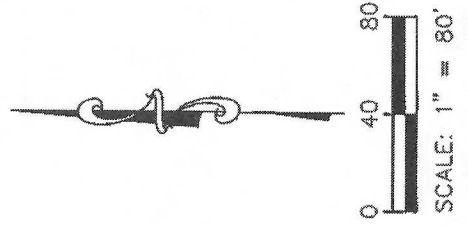


EXHIBIT "A"



A circular professional engineer seal for Alan W. Zumbunn. The outer ring contains the text "ALAN W. ZUMBRUNN" at the top and "PROFESSIONAL ENGINEER" at the bottom. Inside the ring, it says "LICENSED" and "1734". A handwritten signature "Alan W. Zumbunn" is written across the seal, and the date "9-19-23" is handwritten in the center.

SEPTEMBER 19, 2023
0832EXBB_UE



2319 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jc@kveng.com | www.kveng.com



KAW VALLEY ENGINEERING

EXHIBIT "A"

EASEMENT DESCRIPTION:

THAT PORTION OF LOTS 10 THRU 27, MAHTROPOLIS ADDITION RECORDED IN BOOK 2022 AT PAGE 03964 IN THE CITY OF EMPORIA, COUNTY OF LYON, STATE OF KANSAS, BEING A STRIP OF LAND 10 FEET WIDE LYING PARALLEL WITH THE LINE DESCRIBED BY ALAN M. ZUMBRUNN, PS 1734 ON SEPTEMBER 19, 2023 AS FOLLOWS:

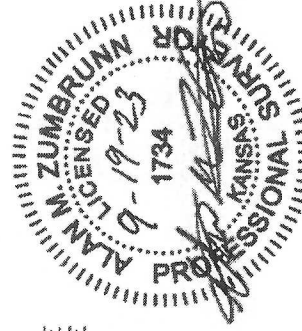
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END OF DESCRIPTION

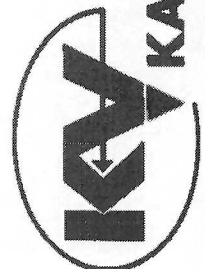
SURVEYOR CERTIFICATION:

I, ALAN M. ZUMBRUNN, BEING A DULY LICENSED SURVEYOR UNDER THE LAWS OF KANSAS, HEREBY CERTIFY THAT THIS DESCRIPTION WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY BELIEF AND ABILITY.

(AN ORIGINAL SEAL WITH SIGNATURE IN BLUE INK SIGNIFIES THE CERTIFICATION OF THE ENTIRE FACE OF THIS DOCUMENT AND ALL OF ITS CONTENT)



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JUNCTION CITY, KANSAS 66441
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KAW VALLEY ENGINEERING

SEPTEMBER 19, 2023
0832EXBB UE



Commission Action Report

KDOT TA Agreement

Title: KDOT TA Agreement

Agenda Date: December 20th, 2023

Presented By: James Ubert, City Engineer

Background:

The City of Emporia was awarding project TA-T051 (601) by KDOT for sidewalk and hike & bike path improvements along 24th Ave (Prairie Street to Lincoln Street) and along 12th Ave (Dillons to Burlingame Road) & Burlingame Road (12th Ave to Riley Ave)

Discussion:

N/A

Financial considerations:

KDOT will participate at 80% of the total actual Costs of Construction & Construction Engineering (CE) not to exceed \$483,744.00. The City will be responsible for the remaining 20% of total costs and 100% of the Preliminary Engineering (PE).

Recommended action:

Authorize the Mayor to sign the KDOT agreement.

Attachments:

KDOT agreement.

PROJECT NO. 056 TE-0516-01
TA-T051(601)
TRANSPORTATION ALTERNATIVES PROJECT
SIDEWALK IMPROVEMENTS PROJECT
CITY OF EMPORIA, KANSAS

AGREEMENT

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

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the Project Sponsor are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The Project Sponsor has requested, and the Secretary has authorized, a Transportation Alternatives (TA) Project (“Project”), as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing of TA projects, provided such work is done in accordance with applicable state and federal law.

NOW, THEREFORE, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Federal Fiscal Year (FFY)”** means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
13. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Project Sponsor.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the Project Sponsor, as and when authorized by the Secretary prior to Letting, being: **Construction of 5 foot sidewalks and ramps on 24th Avenue from Prairie Street to Lincoln Street, 5 foot sidewalks and ramps on 12th Avenue just west of Whittier Street to Rescue Mission just east of I-35 interchange; and 8 foot sidewalks and ramps on Burlingame Road from 12th Avenue to Riley Avenue, installation of a transit stop and shelter on 12th Avenue and Burlingame, and appropriate signage where indicated, in the City of Emporia, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Project Sponsor”** means the City of Emporia, Kansas, with its place of business at 111 East 6th Avenue, P.O. Box 928, Emporia, KS 66801.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
26. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article V, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
27. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	Federal (TA) Funds	80% of Total Actual Costs of Construction and Construction Engineering (CE), not to exceed \$483,744.00.	483,744.00
Project Sponsor	Local Match	20% of Total Actual Costs of Construction and CE until the Secretary's funding limit is reached. 100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached. 100% Costs of Preliminary Engineering (PE), Right of Way, Utility Adjustments, and Non-Participating Costs.	

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Project Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

ARTICLE IV

PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

4. **Design and Specifications.** The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be

signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

6. **Consultant Contract Language.** The Project Sponsor shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The Project Sponsor shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the Project Sponsor’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Project Sponsor, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Project Sponsor.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Project Sponsor agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the Project Sponsor, the Project Sponsor's employees, or subcontractors.

9. **Authorization of Signatory.** The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The Project Sponsor agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the Project Sponsor, lying inside or outside the limits of the Project Sponsor as shown on the final Design Plans, for the purpose of constructing the Project.

11. **Removal of Encroachments**. The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments**. Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. **Utilities**. The Project Sponsor agrees to the following with regard to Utilities:

(a) Utility Relocation. The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

14. **Hazardous Waste.** The Project Sponsor agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections.** The Project Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the Project Sponsor or the Consultant. The Secretary does not undertake for the benefit of the Project Sponsor, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The Project Sponsor will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The Project Sponsor may require additional clothing requirements for adequate visibility of personnel.

16. **Traffic Control.** The Project Sponsor agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** If applicable, the Project Sponsor will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. **Access Control.** The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

18. **Maintenance.** When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. **Remittance of Estimated Share.** The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in

(b) accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

23. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The

Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental, or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is twenty (20) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the Project Sponsor will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) **Recapture of Federal Investment.**

(i) During the first ten (10) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first ten (10) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this

Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Recapture Amount}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI

FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

3. **System for Award Management.** The Project Sponsor has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.

4. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed.

Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

ARTICLE VII

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

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

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

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

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

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Project Sponsor and their successors in office.

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

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

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

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

Approved as to Form:

INDEX OF ATTACHMENTS

- ☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- ☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
- ☒ Civil Rights Act
- ☒ Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

**Certification -- Federal Funds -- Lobbying
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

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

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Commission Action Report

Award Mechanic Street Parking Lot Improvements Lighting Proposal

Title: Award Mechanic Street Parking Lot Improvements Lighting Proposal

Agenda Date: December 20th, 2023

Presented By: James Ubert, City Engineer

Background:

In addition to the parking provided, the 600 and 700 block of Mechanic Street parking lots serve as a community hub for large events Emporia hosts throughout the year. Both lots are in need of reconstruction due to the age and deterioration of the concrete. With the reconstruction, additional ADA accessible parking spots will be added. The reconstruction and reconfiguration of the 700 & 600 Block parking lots (respectively) requires new lights, conduit, and electrical services.

Discussion:

The City of Emporia received two proposals for the Mechanic Street Parking Lot Improvements Electrical RFP. The proposals and City of Emporia estimate are as follows:

Schumann Electric	\$82,045.53
Shelly Electric	\$91,800.00
Engineer's Estimate	\$84,900.00

Financial considerations:

The funding will be provided by the Multi-Year Fund

Recommended action:

The staff recommends awarding Schumann Electric the proposal.

Attachments:

Proposal summary.

CITY OF EMPORIA, KS
BID TABULATION
FOR MECHANIC STREET PARKING LOT RECONSTRUCTION (600 & 700 BLOCK) - LIGHTING
PROJECT NO. PK2101

Location: City of Emporia Engineering Department
Proposals Received Via Email

			SCHUMANN ELECTRIC		SHELLY ELECTRIC		CITY ENGINEER'S ESTIMATE	
Quantity	Units	Description	Unit	Total	Unit	Total	Unit	Total
1	L.S.	600 & 700 Block Lighting Electrical	\$82,045.53	\$82,045.53	\$91,800.00	\$91,800.00	\$84,900.00	\$84,900.00
TOTAL AMOUNT OF BASE BID:			<u>\$82,045.53</u>		<u>\$91,800.00</u>		<u>\$84,900.00</u>	

From: [Jim Ubert](#)
To: [Chelsea Hunter-Hayes](#)
Subject: FW: Gerald Schumann Electric, Inc.
Date: Friday, December 15, 2023 10:27:40 AM

James M. Ubert, P.E.

City Engineer

City of Emporia

522 Mechanic Street | P.O. Box 928 | Emporia, KS 66801 | (office) 620-343-4260

(mobile) 316-253-5408 | (fax) 620-343-4262

jubert@emporiaks.gov

NOTE: NEW EMAIL ADDRESS

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From: Gerald Schumann <gs_electric@yahoo.com>

Sent: Friday, August 25, 2023 4:09 PM

To: Jim Ubert <jubert@emporiaks.gov>

Subject: Gerald Schumann Electric, Inc.

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

City of Emporia

Attn: Jim Ubert

Subject: 600 Block Mechanic Parking Lot Lighting

Provide and install three 25' light poles with two L.E.D. light fixtures per pole, three 24" diameter pole bases seven foot deep and 3' above ground, pole base covers, anchor bolts, ground rods, electrical conductors, conduit at pole bases and existing City panel board.

Directional boring and conduit between pole bases and City panel board provided by others.

Labor, material, trucks and Coffman Construction - \$35,554.87

Sincerely,
Shannon M. Schumann
Secretary for
Daniel L. Schumann
Master Electrician

From: [Jim Ubert](#)
To: [Chelsea Hunter-Hayes](#)
Subject: FW: Gerald Schumann Electric, Inc.
Date: Friday, December 15, 2023 10:27:58 AM

James M. Ubert, P.E.

City Engineer

City of Emporia

522 Mechanic Street | P.O. Box 928 | Emporia, KS 66801 | (office) 620-343-4260

(mobile) 316-253-5408 | (fax) 620-343-4262

jubert@emporiaks.gov

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From: Gerald Schumann <gs_electric@yahoo.com>

Sent: Friday, August 25, 2023 3:12 PM

To: Jim Ubert <jubert@emporiaks.gov>

Subject: Gerald Schumann Electric, Inc.

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City of Emporia

Attn: Jim Ubert

Subject: 700 Block Mechanic Parking Lot Lighting

Provide and install four 25' light poles with two L.E.D. light fixtures per pole, four 24" diameter pole bases seven foot deep and 3' above ground, pole base covers, anchor bolts, ground rods, electrical conductors, conduit at pole bases and existing City panel board.

All underground conduit, trenching and backfill between pole bases and City panel board provided by others.

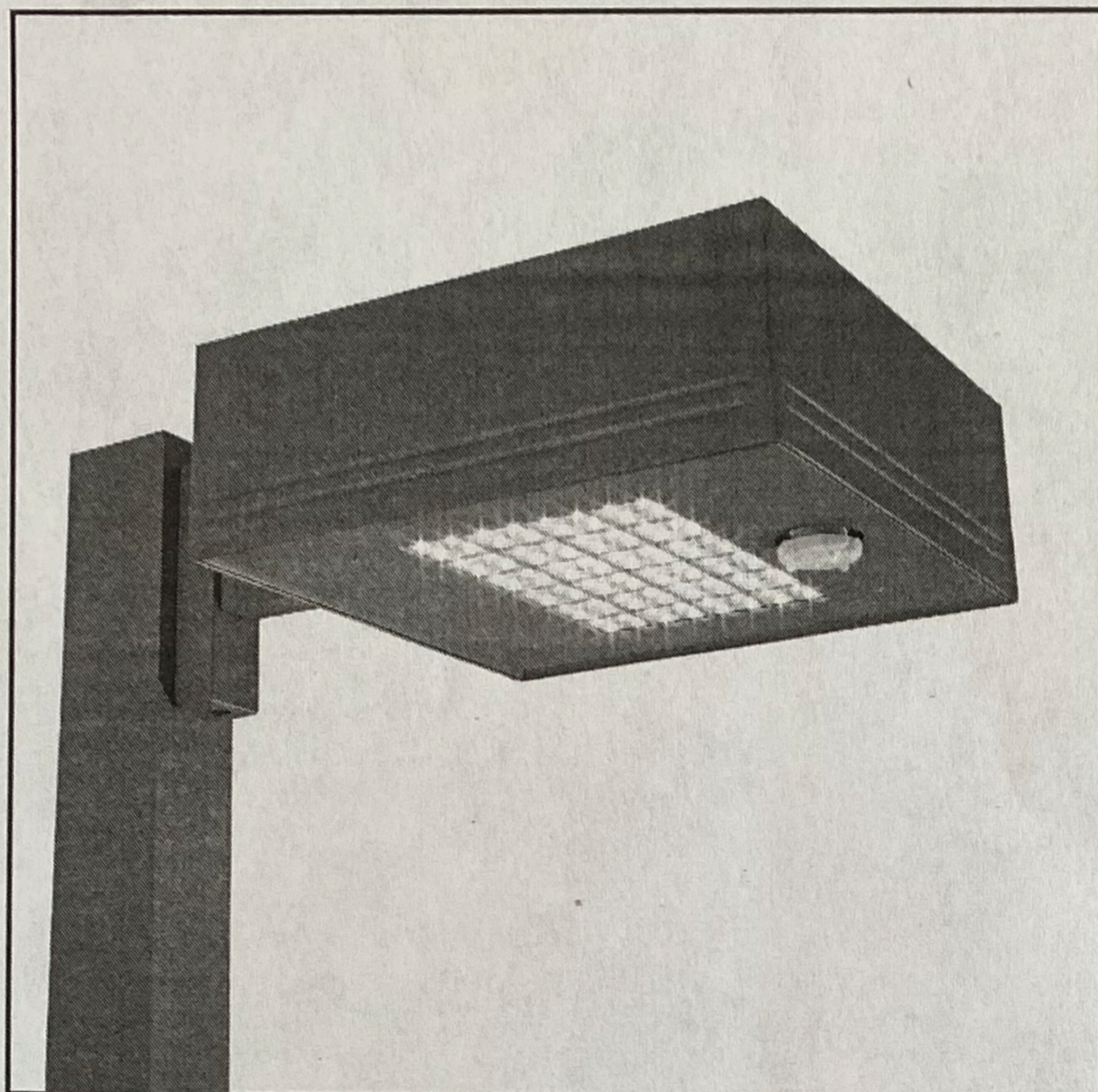
Labor, material, trucks and Coffman Construction - \$46,490.66

Note: Photos to follow.

Sincerely,
Shannon M. Schumann
Secretary for
Daniel L. Schumann

Master Electrician

PGS-2 LED Specifications



Project Name:

Catalog Number:

Type:

The **PGS-2 LED** luminaire from Visionaire incorporates our single chip LED technology while maintaining a traditional architectural form factor. The LEDs performance and life are maximized by the unique integral aluminum heat sink. It is an ideal retrofit for the high-maintenance HID fixtures of yesterday.

The LED housing is heavy duty formed aluminum; with either 64, 80 or 96 LEDs. Mounting options include Universal Bolt-On Arm Mount, Yoke Mount and Wall Mount.

Eight optical distribution patterns are available. Choose between 3000, 4000 or 5000 Kelvin temperature of the LEDs.

A durable polyester powder coat finish is guaranteed for five years and is available in standard or custom colors.

The **PGS-2 LED** series is an exceptional choice for universities, shopping centers, parks, recreational areas and general site lighting.

Ordering Information

MODEL	OPTICS	LEDS	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS
	4	96C	5	5K	UNV	UBOA	BZ		
PGS-2	T1 Type 1	64LC	3 350mA	3K 3000K	UNV 120-277V	UBOA Universal Bolt-On Arm Mount	BZ Bronze	PCR-120	DIM 0-10v Dimming Driver
	T2 Type 2	80LC	5 530mA	4K 4000K	8 347V	YM Yoke Mount	BK Black	PCR-208	VWC Visionaire Wireless Controls Consult Factory
	T3 Type 3	96LC	7 700mA	5K 5000K	5 480V	WM Wall Mount	SBK Smooth Black	PCR-240	RPP Round Pole Plate Adaptor
	T4 Type 4					Round Pole Plate Adaptors (RPP) are to be ordered separately.	WH White	PCR-277	ROT-R Rotated Optics Right Side
	T4A Type 4 Automotive						SWH Smooth White	PCR-347	ROT-L Rotated Optics Left Side
	T5 Type 5						GP Graphite	PCR-480 Photocell & Receptacle	CLS Back Side Cutoff Louder Shield
	T5W Type 5 Wide						GY Grey	PER	
	T5WR Type 5 Wide Round						SL Silver Metallic	5PINPER	
							CC Custom Color	7PINPER	
								3, 5, or 7 Pin Photo Receptacle w/shorting cap Requires Dimming Driver	
								WSC-8 Motion Sensor 8' Mounting Height	
								WSC-20 Motion Sensor 9-20' Mounting Height	
								WSC-40 Motion Sensor 21-40' Mounting Height	
								The WSC options will require (1) FSIR 100 remote for programming	

Features & Specifications

PGS-2

Housing

Heavy duty formed aluminum housing with internal heat sink for maximum heat dissipation. Silicone gasket is used for weather tight operation.

Mounting

- For post top mounting, an adaptor fits over a 2 3/8" tenon secured with stainless steel hardware.
- For retro-fit applications, a Pre-Attached Aluminum Arm (UBOA) is supplied along with a Universal Quick Mount pole adaptor for fast and easy attachment to the pole.

Thermal Management

The PGS-2 series provides excellent thermal management by mounting the LEDs to the substantial heat sink within the housing. This enables the luminaire to withstand higher ambient temperatures and driver currents without degrading LED life.

Optical System

- High-performance acrylic optics feature industry leading Type I, II, III, IV and V optical distributions. Acrylic optics are impact-resistant and rated to 94 percent translucence.
- L70 life of our LEDs is rated over 100,000 hours (for 700 mA). The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood-friendly lighting.
- CRI values are 70.

Quali-Guard® Finish

The finish is a Quali-Guard® textured, chemically pretreated through a multiple-stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 3-5 millimeter thickness. Finish is oven-baked at 400° F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors. Finish is guaranteed for five (5) years.

Electrical Assembly

The PGS-2 LED series is supplied with a choice of 350, 530 or 700mA high-performance LED drivers that accept 120v thru 480v, 50 Hz to 60 Hz, input. Power factor of 90%. Rated for -40°C operations. 10kV Surge Protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on electrical components, Five (5) year on finish. For full warranty information, please visit visionairelighting.com.

Options

- Photocell & Receptacle
- 3, 5 & 7-Pin Receptacles
- 0-10 Volt Dimming Driver
- Motion Sensor/Control Watt Stopper FSP-211
- Wireless Controls
- Round Pole Plate Adapter
- Cutoff Louver Shield

Listings

- IP65 Rated
- Powder Coated Tough
- IDA Certification
- PGS-2 is cUL listed, suitable for wet locations.



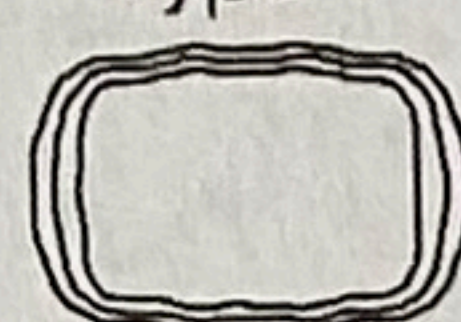
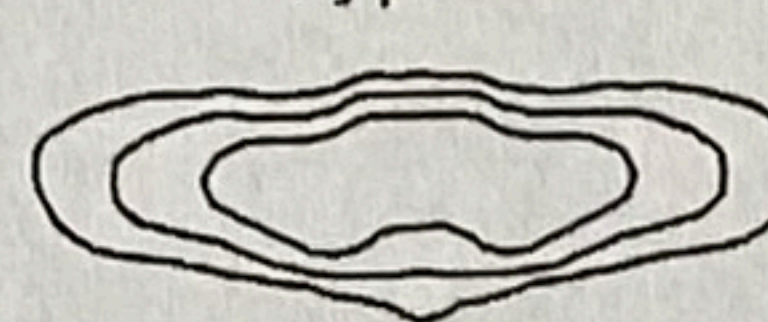
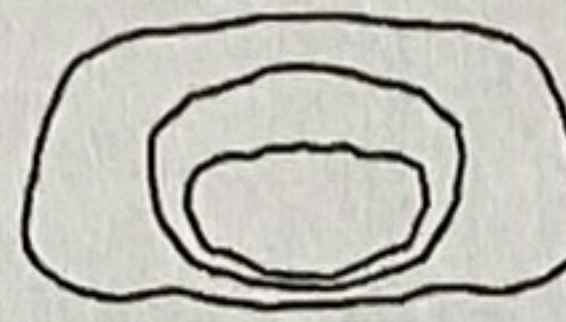
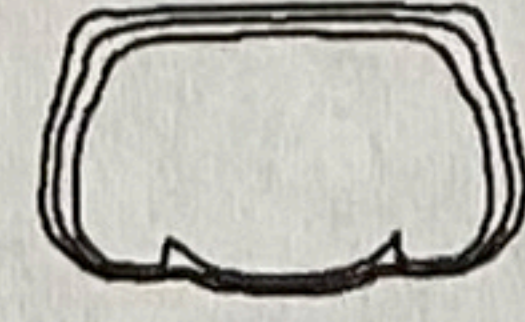
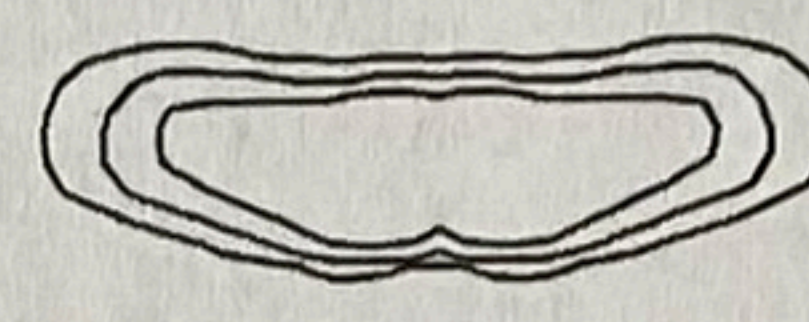
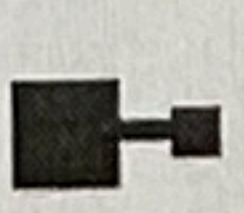
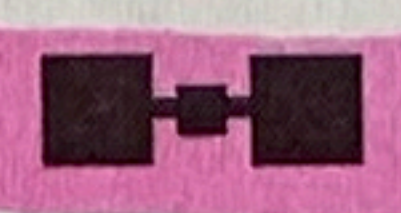
3000K must be selected for IDA certification.
Fixed mount must be selected for IDA dark sky certification.

Motion Sensor Default Setting									
FSP - 211	High Mode	Low Mode	Time Delay	Cut Off Delay	Sensitivity	Hold Off Setpoint	Photocell On/Off	Ramp Up Time	Fade Down Time
WSC - Default	10V	1V	5 Minutes	1 Hour	Max	Disabled	Disabled	Disabled	Disabled
WSC Range	0-10V	0-9.8V	5-30 Minutes	1-5 Hours	Low, Med, Max	1-250FC	1-250FC	1-60 Dec	1-60 Dec

* Settings can be field modified with the FSIR-100 Programming remote

PGS-2 LED Specifications

Photometric Optical Summary

T1 Type 1	T2 Type 2	T3 Type 3	T4 Type 4	T4A Type 4 Automotive	T5 Type 5	T5W Type 5 Wide	T5WR Type 5 Wide Round
							
EPA Data		 0.75	 1.47	 1.5	 2.22	 2.1	 2.22

Dimensions

Universal Bolt-On Arm		Wall Mount		Yoke Mount	
Width:	PGS-2 18"	Width:	PGS-2 18"	Width:	PGS-2 20"
Depth:	PGS-2 25"	Depth:	PGS-2 24.25"	Depth:	PGS-2 18"
Height:	PGS-2 6.5"	Height:	PGS-2 6.5"	Height:	PGS-2 6.5"
Overall Height:	PGS-2 8.25"	Overall Height:	PGS-2 8"	Overall Height:	PGS-2 26"
Weight:	26 LBS	Weight:	26 LBS	Weight:	26 LBS

LED Specifications **PGS-2**

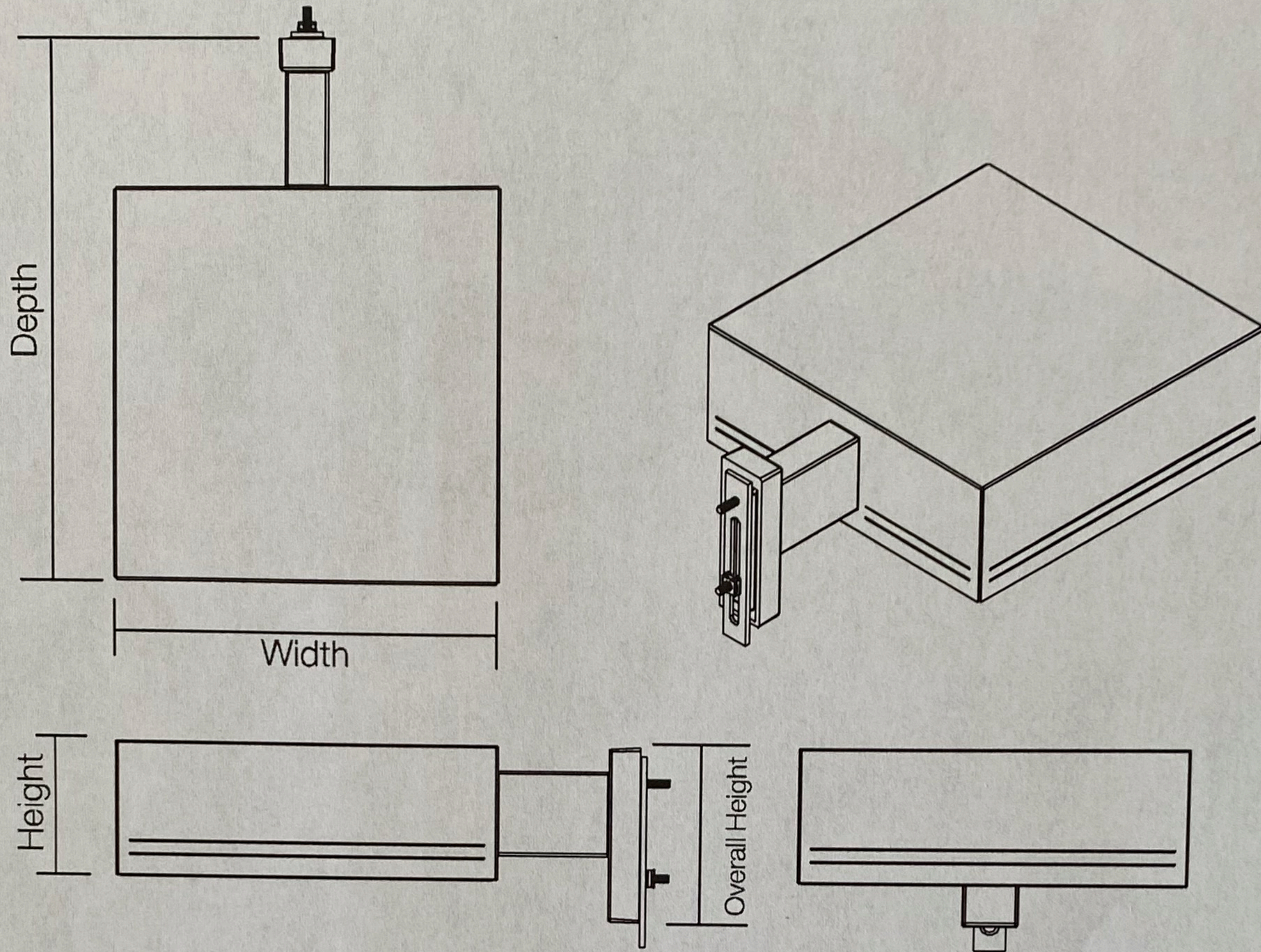
3K BUG DATA																										
# LEDs	mA	T1			T2			T3			T4			T4A			T5			T5W			T5WR			Watts
		B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	2	4	0	2	3	0	1	76
	530	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	2	3	0	1	3	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	130
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	114
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
4K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
5K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.																										

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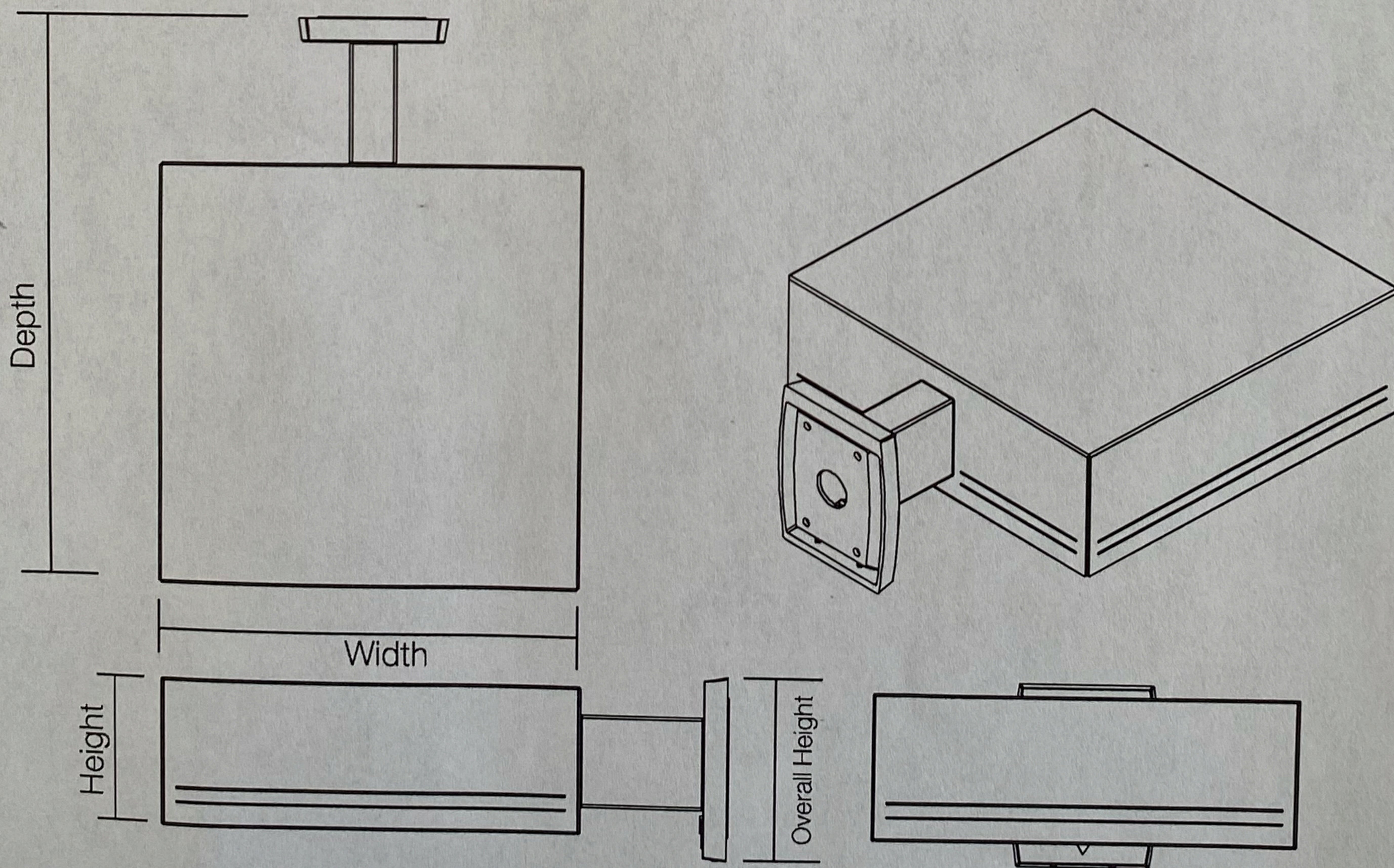
LED Specifications PGS-2

Universal Bolt-On Arm Mount

X2



Wall Mount



LED Specifications **PGS-2**

3K LUMEN DATA										
# LEDs	mA	T1	T2	T3	T4	T4A	T5	T5W	T5WR	Watts
64	350	7734	7804	7553	7603	8190	8256	8055	7958	69
	530	10993	11093	10735	10807	11642	11736	11450	11312	105
	700	13038	13156	12732	12817	13807	13918	13579	13415	139
80	350	9543	9630	9319	9381	10106	10188	9939	9820	85
	530	13424	13546	13110	13197	14217	14331	13982	13813	129
	700	16634	16785	16244	16352	17616	17758	17325	17116	171
96	350	10930	11029	10674	10745	11575	11668	11384	11247	100
	530	15501	15642	15137	15238	16416	16548	16144	15950	154
	700	19437	19613	18981	19107	20584	20749	20244	20000	214
4K LUMEN DATA										
64	350	8562	8639	8361	8416	9067	9140	8917	8810	69
	530	12170	12280	11884	11963	12888	12992	12675	12522	105
	700	14433	14564	14094	14188	15285	15408	15032	14851	139
80	350	10564	10660	10317	10385	11188	11278	11003	10870	85
	530	14861	14996	14512	14609	15738	15865	15478	15291	129
	700	18414	18582	17983	18102	19501	19658	19179	18948	171
96	350	12100	12210	11816	11895	12814	12917	12602	12450	100
	530	17160	17315	16757	16869	18172	18318	17872	17657	154
	700	21517	21712	21012	21152	22787	22970	22410	22140	214
5K LUMEN DATA										
64	350	8562	8639	8361	8416	9067	9140	8917	8810	69
	530	12170	12280	11884	11963	12888	12992	12675	12522	105
	700	14433	14564	14094	14188	15285	15408	15032	14851	139
80	350	10564	10660	10317	10385	11188	11278	11003	10870	85
	530	14861	14996	14512	14609	15738	15865	15478	15291	129
	700	18414	18582	17983	18102	19501	19658	19179	18948	171
96	350	12100	12210	11816	11895	12814	12917	12602	12450	100
	530	17160	17315	16757	16869	18172	18318	17872	17657	154
	700	21517	21712	21012	21152	22787	22970	22410	22140	214

Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.

PGS-2 LED Specifications

3K LPW DATA										
# LEDs	mA	Type 1	Type 2	Type 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR	Watts
64	350	112	113	110	110	119	120	117	115	69
	530	105	106	102	103	111	112	109	108	105
	700	94	95	92	92	100	100	98	97	139
80	350	113	114	110	111	119	120	117	116	85
	530	104	105	101	102	110	111	108	107	129
	700	97	98	95	96	103	104	101	100	171
96	350	110	111	107	108	116	117	114	113	100
	530	100	101	98	99	106	107	105	103	154
	700	91	92	89	89	96	97	95	94	214
4K LPW DATA										
64	350	124	125	121	122	132	133	129	128	69
	530	116	117	113	114	123	124	121	119	105
	700	104	105	102	102	110	111	108	107	139
80	350	125	126	122	122	132	133	130	128	85
	530	115	116	112	113	122	123	120	118	129
	700	108	109	105	106	114	115	112	111	171
96	350	121	122	118	119	128	129	126	125	100
	530	111	112	109	109	118	119	116	114	154
	700	101	102	98	99	107	108	105	104	214
5K LPW DATA										
64	350	124	125	121	122	132	133	129	128	69
	530	116	117	113	114	123	124	121	119	105
	700	104	105	102	102	110	111	108	107	139
80	350	125	126	122	122	132	133	130	128	85
	530	115	116	112	113	122	123	120	118	129
	700	108	109	105	106	114	115	112	111	171
96	350	121	122	118	119	128	129	126	125	100
	530	111	112	109	109	118	119	116	114	154
	700	101	102	98	99	107	108	105	104	214

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LED Specifications **PGS-2**

3K BUG DATA																										
# LEDs	mA	T1			T2			T3			T4			T4A			T5			T5W			T5WR			Watts
		B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	2	4	0	2	3	0	1	76
	530	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	2	3	0	1	3	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	130
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	114
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
4K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
5K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.																										

Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.



Shelley Electric, Inc.

328 Graham Street
P.O. Box 1609
Emporia, KS 66801-1609
Phone (620) 342-6611
Fax (620) 342-6213

December 12, 2023

**City of Emporia
522 Mechanic Street
Emporia, KS 66801**

ATTN: Jim Ubert

RE: 600 and 700 Block Mechanic Street Parking Lot Lighting

Please consider this proposal for the electrical work as per our interpretations of the drawings, and our clarifications.

We include:

600 Block:

- **Furnish and installation of (3) 25' poles with (2) fixtures per pole.**
- **Furnish and installation of (3) 24" diameter 7' deep and 3' above grade concrete pole bases.**
- **Above grade conduit, conductors, and ground rods.**

700 Block:

- **Furnish and installation of (4) 25' poles with (2) fixtures per pole.**
- **Furnish and installation of (4) 24" diameter 7' deep and 3' above grade concrete pole bases.**
- **Above grade conduit, conductors, and ground rods.**

We exclude:

- **Sales taxes.**
- **Underground conduits to be installed by others.**
- **Relocating any electrical panels, conduits, etc.**
- **Bonds (add 1.25% if required).**

Clarifications:

- **We will install new conductors from the new poles to the existing electrical panels and lighting contactors.**
- **Poles and fixtures are similar to the existing in the 1000 block of Mechanic as the exact are no longer available.**

This proposal is only valid for 30 days.

600 Block \$40,600.00

700 Block \$51,200.00

ESCALATION CLAUSE:

Prices quoted herein are those in effect today and are predicated on immediate release for manufacture and shipment as soon as completed. Unless otherwise noted, these prices shall be adjusted only for changes in the price of metals (copper, steel, lead, or aluminum), which may occur between the date of quotation and the dates shipments are made.

If you have any questions, please call me at 620-342-6611 or 620-340-3464.

**Respectfully Submitted
Shelley Electric Inc.**

**Tom Coble
Estimator / Project Manager**

PGS-2 LED Specifications



Project Name:

Catalog Number:

Type:

The **PGS-2 LED** luminaire from Visionaire incorporates our single chip LED technology while maintaining a traditional architectural form factor. The LEDs performance and life are maximized by the unique integral aluminum heat sink. It is an ideal retrofit for the high-maintenance HID fixtures of yesterday.

The LED housing is heavy duty formed aluminum; with either 64, 80 or 96 LEDs. Mounting options include Universal Bolt-On Arm Mount, Yoke Mount and Wall Mount.

Eight optical distribution patterns are available. Choose between 3000, 4000 or 5000 Kelvin temperature of the LEDs.

A durable polyester powder coat finish is guaranteed for five years and is available in standard or custom colors.

The **PGS-2 LED** series is an exceptional choice for universities, shopping centers, parks, recreational areas and general site lighting.

Ordering Information

MODEL	OPTICS	LEDS	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS
PGS-2		96LC	5						
PGS-2	T1 Type 1	64LC	3 350mA	3K 3000K	UNV 120-277V	UBOA Universal Bolt-On Arm Mount	BZ Bronze	PCR-120	DIM 0-10v Dimming Driver
	T2 Type 2	80LC	5 530mA	4K 4000K	8 347V	YM Yoke Mount	BK Black	PCR-208	VWC Visionaire Wireless Controls Consult Factory
	T3 Type 3	96LC	7 700mA	5K 5000K	5 480V	WM Wall Mount	SBK Smooth Black	PCR-240	RPP Round Pole Plate Adaptor
	T4 Type 4					WM Wall Mount	WH White	PCR-277	ROT-R Rotated Optics Right Side
	T4A Type 4 Automotive					Round Pole Plate Adaptors (RPP) are to be ordered separately.	SWH Smooth White	PCR-347	ROT-L Rotated Optics Left Side
	T5 Type 5						GP Graphite	PCR-480	CLS Back Side Cutoff Louver Shield
	T5W Type 5 Wide						GY Grey	Photo Receptacle w/shorting cap Requires Dimming Driver	
	T5WR Type 5 Wide Round						SL Silver Metallic	WSC-8 Motion Sensor 8' Mounting Height	
							CC Custom Color	WSC-20 Motion Sensor 9-20' Mounting Height	
								WSC-40 Motion Sensor 21-40' Mounting Height	

The WSC options will require (1) FSIR 100 remote for programming

Features & Specifications

PGS-2

Housing

Heavy duty formed aluminum housing with internal heat sink for maximum heat dissipation. Silicone gasket is used for weather tight operation.

Mounting

- For post top mounting, an adaptor fits over a 2 3/8" tenon secured with stainless steel hardware.
- For retro-fit applications, a Pre-Attached Aluminum Arm (UBOA) is supplied along with a Universal Quick Mount pole adaptor for fast and easy attachment to the pole.

Thermal Management

The PGS-2 series provides excellent thermal management by mounting the LEDs to the substantial heat sink within the housing. This enables the luminaire to withstand higher ambient temperatures and driver currents without degrading LED life.

Optical System

- High-performance acrylic optics feature industry leading Type I, II, III, IV and V optical distributions. Acrylic optics are impact-resistant and rated to 94 percent translucence.
- L70 life of our LEDs is rated over 100,000 hours (for 700 mA). The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood-friendly lighting.
- CRI values are 70.

Quali-Guard® Finish

The finish is a Quali-Guard® textured, chemically pretreated through a multiple-stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 3-5 millimeter thickness. Finish is oven-baked at 400° F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors. Finish is guaranteed for five (5) years.

Electrical Assembly

The PGS-2 LED series is supplied with a choice of 350, 530 or 700mA high-performance LED drivers that accept 120v thru 480v, 50 Hz to 60 Hz, input. Power factor of 90%. Rated for -40°C operations.

10kV Surge Protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on electrical components, Five (5) year on finish. For full warranty information, please visit visionairelighting.com.

Options

- Photocell & Receptacle
- 3, 5 & 7-Pin Receptacles
- 0-10 Volt Dimming Driver
- Motion Sensor/Control Watt Stopper FSP-211
- Wireless Controls
- Round Pole Plate Adapter
- Cutoff Louver Shield

Listings

- IP65 Rated
- Powder Coated Tough
- IDA Certification
- PGS-2 is cUL listed, suitable for wet locations.



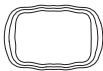
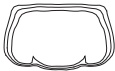
3000K must be selected for IDA certification.
Fixed mount must be selected for IDA dark sky certification.

Motion Sensor Default Setting									
FSP - 211	High Mode	Low Mode	Time Delay	Cut Off Delay	Sensitivity	Hold Off Setpoint	Photocell On/Off	Ramp Up Time	Fade Down Time
WSC - Default	10V	1V	5 Minutes	1 Hour	Max	Disabled	Disabled	Disabled	Disabled
WSC Range	0-10V	0-9.8V	5-30 Minutes	1-5 Hours	Low, Med, Max	1-250FC	1-250FC	1-60 Dec	1-60 Dec

*Settings can be field modified with the FSIR-100 Programming remote

PGS-2 LED Specifications

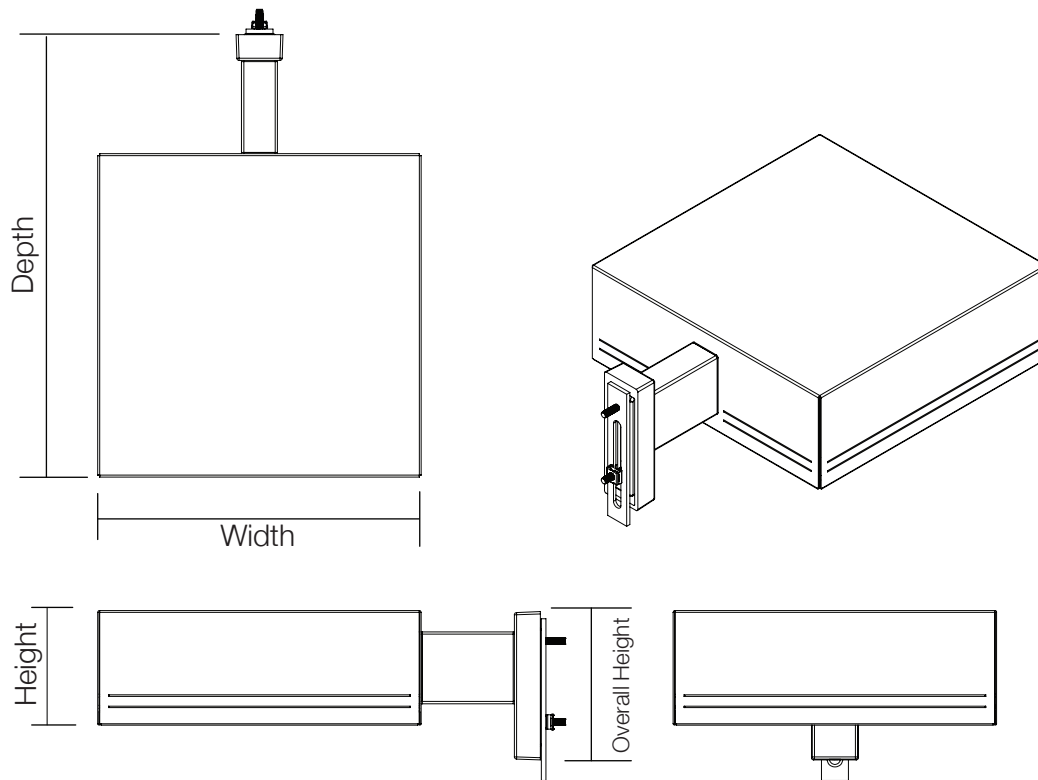
Photometric Optical Summary

T1 Type 1	T2 Type 2	T3 Type 3	T4 Type 4	T4A Type 4 Automotive	T5 Type 5	T5W Type 5 Wide	T5WR Type 5 Wide Round
							
EPA Data		 0.75	 1.47	 1.5	 2.22	 2.1	 2.22

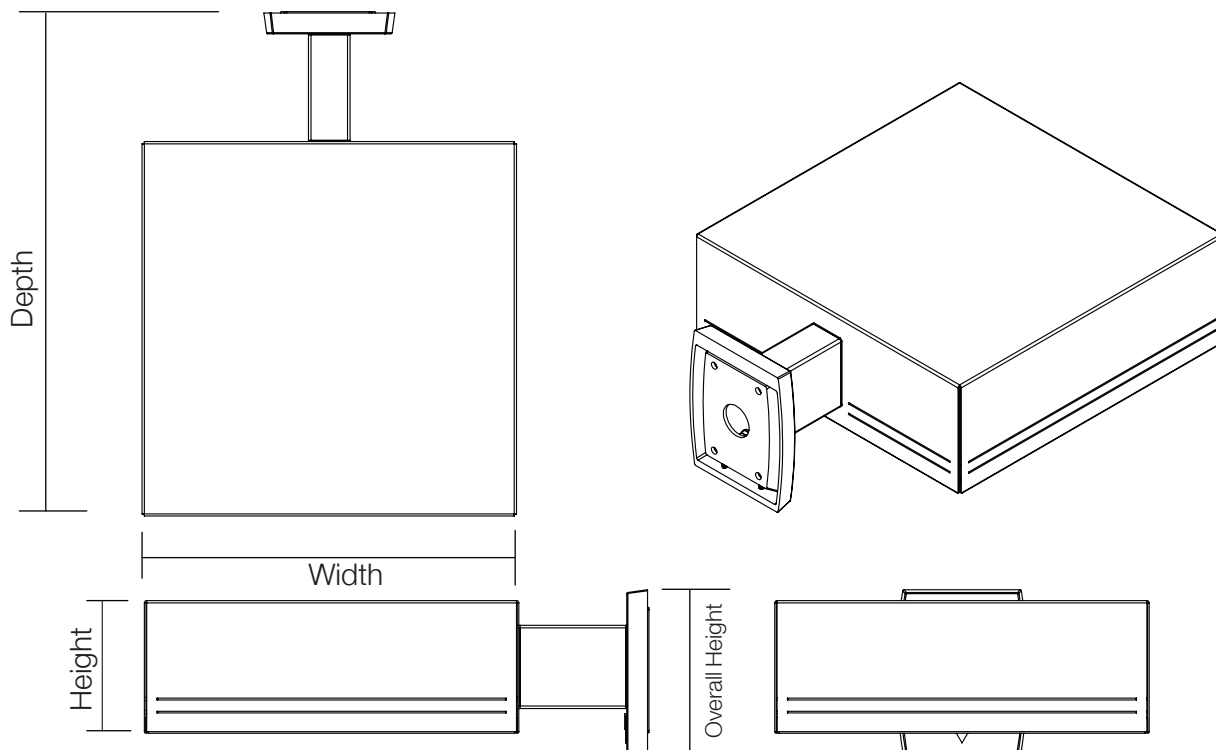
Dimensions

Universal Bolt-On Arm		Wall Mount		Yoke Mount	
Width:	PGS-2 18"	Width:	PGS-2 18"	Width:	PGS-2 20"
Depth:	PGS-2 25"	Depth:	PGS-2 24.25"	Depth:	PGS-2 18"
Height:	PGS-2 6.5"	Height:	PGS-2 6.5"	Height:	PGS-2 6.5"
Overall Height:	PGS-2 8.25"	Overall Height:	PGS-2 8"	Overall Height:	PGS-2 26"
Weight:	26 LBS	Weight:	26 LBS	Weight:	26 LBS

Universal Bolt-On Arm Mount

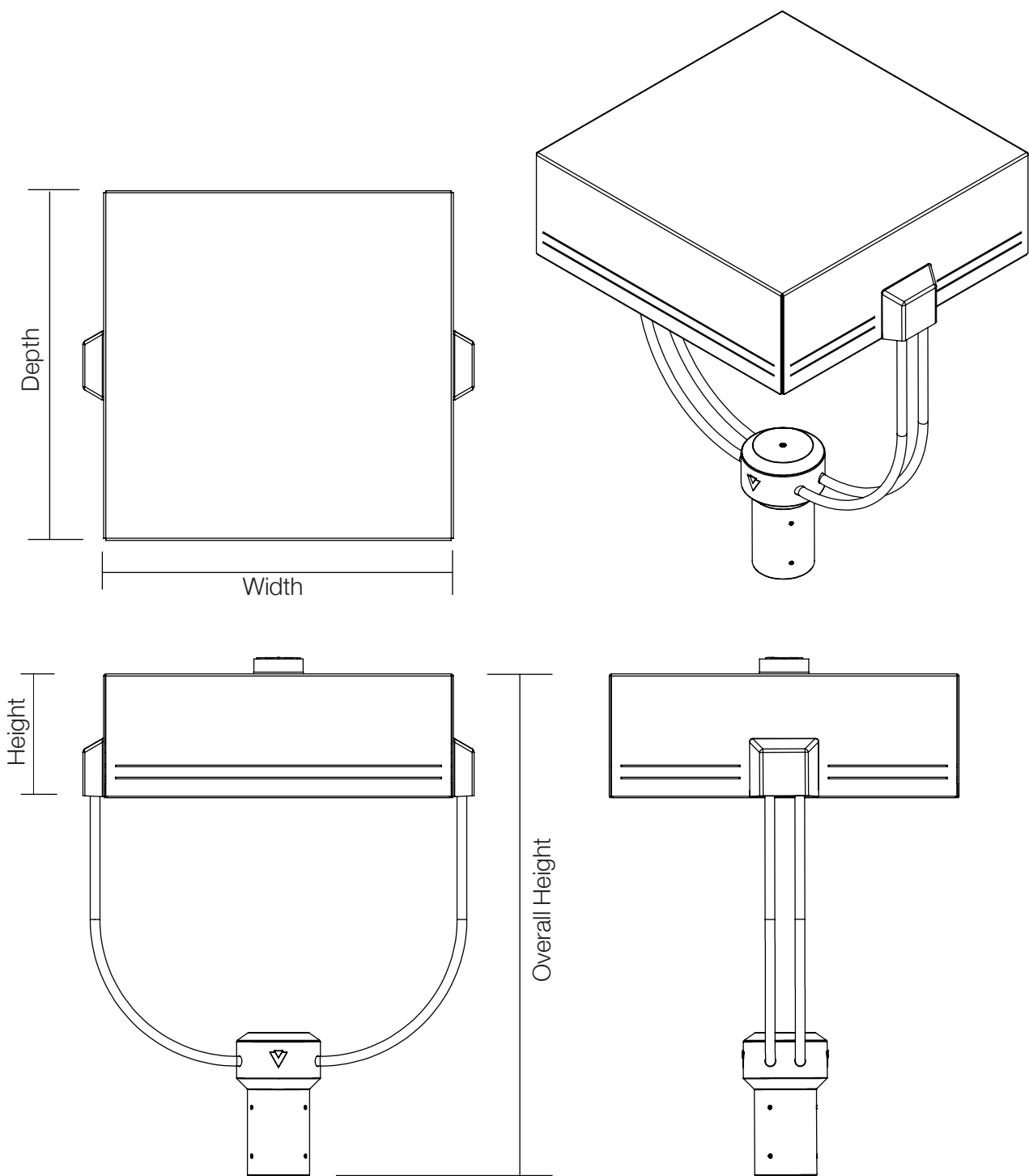


Wall Mount



PGS-2 LED Specifications

Yoke Mount



3K LUMEN DATA										
# LEDs	mA	T1	T2	T3	T4	T4A	T5	T5W	T5WR	Watts
64	350	7734	7804	7553	7603	8190	8256	8055	7958	69
	530	10993	11093	10735	10807	11642	11736	11450	11312	105
	700	13038	13156	12732	12817	13807	13918	13579	13415	139
80	350	9543	9630	9319	9381	10106	10188	9939	9820	85
	530	13424	13546	13110	13197	14217	14331	13982	13813	129
	700	16634	16785	16244	16352	17616	17758	17325	17116	171
96	350	10930	11029	10674	10745	11575	11668	11384	11247	100
	530	15501	15642	15137	15238	16416	16548	16144	15950	154
	700	19437	19613	18981	19107	20584	20749	20244	20000	214
4K LUMEN DATA										
64	350	8562	8639	8361	8416	9067	9140	8917	8810	69
	530	12170	12280	11884	11963	12888	12992	12675	12522	105
	700	14433	14564	14094	14188	15285	15408	15032	14851	139
80	350	10564	10660	10317	10385	11188	11278	11003	10870	85
	530	14861	14996	14512	14609	15738	15865	15478	15291	129
	700	18414	18582	17983	18102	19501	19658	19179	18948	171
96	350	12100	12210	11816	11895	12814	12917	12602	12450	100
	530	17160	17315	16757	16869	18172	18318	17872	17657	154
	700	21517	21712	21012	21152	22787	22970	22410	22140	214
5K LUMEN DATA										
64	350	8562	8639	8361	8416	9067	9140	8917	8810	69
	530	12170	12280	11884	11963	12888	12992	12675	12522	105
	700	14433	14564	14094	14188	15285	15408	15032	14851	139
80	350	10564	10660	10317	10385	11188	11278	11003	10870	85
	530	14861	14996	14512	14609	15738	15865	15478	15291	129
	700	18414	18582	17983	18102	19501	19658	19179	18948	171
96	350	12100	12210	11816	11895	12814	12917	12602	12450	100
	530	17160	17315	16757	16869	18172	18318	17872	17657	154
	700	21517	21712	21012	21152	22787	22970	22410	22140	214
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PGS-2 LED Specifications

3K LPW DATA										
# LEDs	mA	Type 1	Type 2	Type 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR	Watts
64	350	112	113	110	110	119	120	117	115	69
	530	105	106	102	103	111	112	109	108	105
	700	94	95	92	92	100	100	98	97	139
80	350	113	114	110	111	119	120	117	116	85
	530	104	105	101	102	110	111	108	107	129
	700	97	98	95	96	103	104	101	100	171
96	350	110	111	107	108	116	117	114	113	100
	530	100	101	98	99	106	107	105	103	154
	700	91	92	89	89	96	97	95	94	214
4K LPW DATA										
64	350	124	125	121	122	132	133	129	128	69
	530	116	117	113	114	123	124	121	119	105
	700	104	105	102	102	110	111	108	107	139
80	350	125	126	122	122	132	133	130	128	85
	530	115	116	112	113	122	123	120	118	129
	700	108	109	105	106	114	115	112	111	171
96	350	121	122	118	119	128	129	126	125	100
	530	111	112	109	109	118	119	116	114	154
	700	101	102	98	99	107	108	105	104	214
5K LPW DATA										
64	350	124	125	121	122	132	133	129	128	69
	530	116	117	113	114	123	124	121	119	105
	700	104	105	102	102	110	111	108	107	139
80	350	125	126	122	122	132	133	130	128	85
	530	115	116	112	113	122	123	120	118	129
	700	108	109	105	106	114	115	112	111	171
96	350	121	122	118	119	128	129	126	125	100
	530	111	112	109	109	118	119	116	114	154
	700	101	102	98	99	107	108	105	104	214
Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.										

3K BUG DATA																										
# LEDs	mA	T1			T2			T3			T4			T4A			T5			T5W			T5WR			Watts
		B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	2	4	0	2	3	0	1	76
	530	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	2	3	0	1	3	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	130
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	114
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
4K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
5K BUG DATA																										
64	350	3	0	3	2	0	2	2	0	2	2	0	2	2	0	1	3	0	1	3	0	2	3	0	2	76
	530	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	104
	700	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	3	0	2	4	0	2	4	0	2	143
80	350	3	0	3	2	0	2	3	0	3	2	0	2	2	0	2	3	0	2	4	0	2	3	0	2	95
	530	3	0	3	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	130
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	178
96	350	3	0	3	2	0	2	3	0	3	3	0	3	2	0	2	3	0	2	4	0	2	4	0	2	114
	530	4	0	4	3	0	3	3	0	3	3	0	3	3	0	2	4	0	2	4	0	2	4	0	2	156
	700	4	0	4	3	0	3	3	0	3	3	0	3	3	0	3	4	0	2	5	0	3	4	0	2	214
Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.																										

Visit www.visionairelighting.com for up-to-the-minute chart information, including types not listed here.

Project Name	Type
Catalog Number	

Specifications

Square Non Tapered Steel Pole

Pole Shaft

• ASTM A500 Grade B tubing with minimum yield strength of 46,000 PSI. Shaft is furnished with ground lug inside pole, opposite hand hole opening. Center line of hand hole is 12" from base plate.

Base Plate

• Steel Plate base is ASTM-A36 hot rolled steel, meets or exceeds minimum yield strength of 36,000 PSI.
• Base templates provided with order. Do not pre-pour.

Base Cover

• Die-formed from heavy gauge quality aluminum. Two piece cover for easy installation.

Pole Cap

• Color-impregnated polymer snap-to-close pole cap provided in black.

Finish

• All poles are shot-blasted and cleaned to a near-white finish prior to painting. A Quali-Guard® textured thermoset polyester powder coat is then applied to a minimum of 3 millimeters and then oven-baked at a temperature of 400 °F to promote exceptional adherence and finish hardness. Pole finish is warranted for a full two (2) years. An optional five (5) year extended warranty is also available (external prime coat and internal rust inhibiting coating).

Anchor Bolts

• Poles are provided with hot-dip galvanized anchor bolts, with a J bend on one end and two hex nuts and two flat washers per bolt. Anchor bolts conform to ASTM-A36, meets or exceeds a minimum yield strength 36,000 PSI. Anchor bolts conform to ASTM F1554 Grade 55 and are provided.



Model	Shaft Size	Gauge	Height	Base	Anchorage	Mounting	Finish	Options
SNTS	4" × 4" (4S)	11 (11) 7 (7)	10'	9" Base *9-3/16" BC (9BC)	¾" × 30" (343)	<u>Bolt-On Arm</u> Single (S1) ■ D180 (D2) ■ ■ D90 (D9) ■ ■ T90 (T9) ■ ■ Quad (QD) ■ ■ <u>Tenon Options</u> 2⅝" (T238R) 3" (T3R)	Bronze (BZ) Black (BK) White (WH) Tennis Green (GN) Forest Green (FG) Grey (GY) Silver Metallic (SL) Custom Color (CC) Galvanized *No paint (GAL)	GFI Receptacle *Standard location is in hand hole (GFI) Coupling *Specify size and location (CUP) Custom Bolt Circle *Consult factory (CBC) Rust-Inhibiting Internal Coating & Primer (HCR) Single Banner Arm (SBA) Double Banner Arms (DBA)
			12'					
			14'					
			16'					
			18'					
			20'					
	5" × 5" (5S)	11 (11) 7 (7)	20'	12" Base *12¾" BC (12BC)	1" × 36" (136)		Direct Burial Coupling *Specify Size and Location as CUP_S-xx_L-yy, "xx" = ½" or ¾" "yy" = feet from bottom of pole (CUP_S-__L-__)	
			22'					
			25'					
			28'					
			30'					
			35'					
	6" × 6" (6S)	7 (7)	28'	12" Base *12¾" BC (12BC)	1" × 36" (136)		Hand Hole *Specify cover and location as HHC_C-xx_L-yy, "xx" = Y for yes, or N for no "yy" = feet from bottom of pole (HHC_C-__L-__)	
			30'					
			35'					
			Custom Base *Consult factory (CB) Direct Burial *Specify below-grade length in the form of DB-xx, where "xx" = feet. (DB-__) NOTE: CUP and/or HHC Options required.					

For more detailed information on mounting, wiring or installation instructions, please consult factory. If poles are not ordered with fixtures, please specify mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

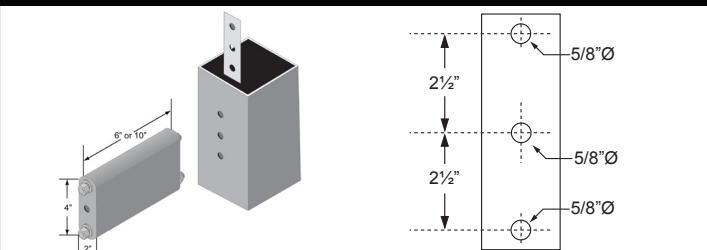
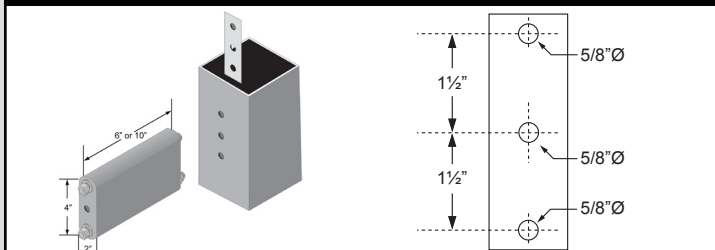
Pole EPA for Square Non-Tapered Steel Poles

Pole Height	Maximum Allowable EPA (ft ²) with 1.3 gust factor							O.D.	Pole Gauge	Base Plate	Bolt Circle	Anchor Bolts
	80 mph	90 mph	100 mph	110 mph	120 mph	130 mph	140 mph					
10'	30.1	23.5	18.4	11.0	10.3	7.6	6.1	4"	11	9"sq x 3/4"	9"	3/4" x 30"
12'	23.0	17.4	13.7	8.5	7.4	5.7	4.4	4"	11	9"sq x 3/4"	9"	3/4" x 30"
14'	18.6	13.9	10.6	6.6	5.7	4.3	3.1	4"	11	9"sq x 3/4"	9"	3/4" x 30"
16'	15.0	10.9	10.1	4.8	3.9	3.1	1.9	4"	11	9"sq x 3/4"	9"	3/4" x 30"
18'	11.7	8.4	6.0	3.4	2.8	1.9	-	4"	11	9"sq x 3/4"	9"	3/4" x 30"
20'	9.3	6.4	4.3	2.4	1.7	1.3	-	4"	11	9"sq x 3/4"	9"	3/4" x 30"
20'	15.8	10.9	8.2	5.0	4.2	3.1	2.0	4"	7	9"sq x 3/4"	9"	3/4" x 30"
20'	17.1	12.3	8.9	5.0	4.1	3.0	1.4	5"	11	12"sq x 1"	12"	1" x 36"
20'	27.4	22.1	16.7	13.2	8.3	6.0	3.9	5"	7	12"sq x 1"	12"	1" x 36"
22'	6.3	3.7	1.9	1.3	-	-	-	4"	11	12"sq x 1"	12"	1" x 36"
22'	11.8	8.0	5.4	3.5	2.3	2.0	-	4"	7	12"sq x 1"	12"	1" x 36"
22'	12.6	8.4	5.4	3.2	1.9	1.6	-	5"	11	12"sq x 1"	12"	1" x 36"
22'	21.4	15.4	11.1	6.9	5.0	4.3	2.3	5"	7	12"sq x 1"	12"	1" x 36"
25'	5.0	2.9	1.3	-	-	-	-	4"	11	12"sq x 1"	12"	1" x 36"
25'	10.9	7.4	5.2	2.1	1.3	1.0	-	4"	7	12"sq x 1"	12"	1" x 36"
25'	10.2	6.6	4.0	1.6	-	-	-	5"	11	12"sq x 1"	12"	1" x 36"
25'	18.8	13.0	9.5	4.8	3.7	2.7	-	5"	7	12"sq x 1"	12"	1" x 36"
28'	5.6	3.1	1.4	1.1	-	-	-	4"	7	12"sq x 1"	12"	1" x 36"
28'	5.5	3.0	1.3	-	-	-	-	5"	11	12"sq x 1"	12"	1" x 36"
28'	12.0	7.6	4.4	2.8	1.3	1.1	-	5"	7	12"sq x 1"	12"	1" x 36"
28'	20.9	14.1	9.4	5.7	3.6	3.1	-	6"	7	12"sq x 1"	12"	1" x 36"
30'	5.0	2.2	-	-	-	-	-	5"	11	12"sq x 1"	12"	1" x 36"
30'	11.4	6.8	4.0	1.7	-	-	-	5"	7	12"sq x 1"	12"	1" x 36"
30'	18.9	12.8	8.4	4.3	3.0	1.9	-	6"	7	12"sq x 1"	12"	1" x 36"
35'	6.7	2.3	1.8	-	-	-	-	5"	7	12"sq x 1"	12"	1" x 36"
35'	12.1	7.0	3.8	-	-	-	-	6"	7	12"sq x 1"	12"	1" x 36"

*9" bolt circle is 9- 3/16", 12" bolt circle is 12-3/4".
For Direct Burial EPA, consult factory

2 x 4 BOA Drill Pattern

2 x 6 BOA Drill Pattern



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Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: December 20, 2023

Presented By: Trey Cocking, City Manager

Background:

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

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on January 3, 2024.

Commission Meeting :

- License Agreement for 305 W. 18th Avenue
- Administer Oath of Office
- Elect Mayor and Vice Mayor
- Approve Surety Bonds for the City Manager, City Clerk, and City Treasurer.
- Designate Official City Paper.
- Designate Financial Institutions.

Study Session:

- Discuss the Update of City Park Rules.
- Discuss Approval of New Bandstand in Fremont Park
- NRP Map Amendments.
- Discuss Extra Strength Surcharge.
- Wastewater Rate Comparison
- Appoint Commission Members to RDA, JEDAC, Recreation Commission, William Allen White Community Partnership, Emporia Enterprises, Transient Guest Tax Advisory Board, Emporia Public Library, and Emporia Main Street.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: December 20, 2023

Background:

An Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. K.S.A. 75-4319(B)(2) Is the Authority for this recess into Executive Session.

Recommended action:

Recess into executive session for consultation with the City Attorney regarding a legal matter for 20 minutes and to invite Tayler Wash, Special Projects Director and stating at which time the open meeting will resume.

Attachments:

None